



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
6:30 P.M., MARCH 15, 2016**

**AGENDA**

**I) Call to Order**

**II) Roll Call**

**III) Minutes**

- 1) Committee of the Whole Budget Workshop – February 18, 2016
- 2) Committee of the Whole Meeting – March 1, 2016

**IV) Regular Business**

- 1) Discussion Concerning a Proposed Parking Lot in the Northeast Industrial Business District (6:30 – 7:00 p.m.)
- 2) Discussion Concerning Proposed Modifications to the Park Naming Policy (7:00 – 7:30 p.m.)

**V) Public Comment**

**VI) Adjournment**

DATE POSTED: March 11, 2016

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
BUDGET WORKSHOP  
VILLAGE HALL COUNCIL CHAMBERS  
FEBRUARY 18, 2016**

**Call to Order**

President Pro-Tem Elster called the Committee of the Whole Budget Workshop meeting of the Lincolnwood Board of Trustees to order at 6:00 P.M., Monday, February 18, 2016 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

**Roll Call**

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Pro-Tem Elster, Trustees Bass, Patel, Cope, Klatzco, Spino

ABSENT: President Turry

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Amanda Pazdan, Management Analyst; Aaron Cook, Acting Director Community Development; Robert Merkel, Finance Director; Laura McCarty, Director of Parks and Recreation; Katie Smith Gamroth, Superintendent of Recreation; Ashley Engelmann, Public Works Director; Andrew Letson, Assistant to the Public Works Director; Michael Hansen, Fire Chief; Ray White, Deputy Fire Chief; Robert LaMantia, Police Chief; John Walsh, Deputy Police Chief; Charles Greenstein, Village Treasurer; Joe Mangan, Accountant.

**Budget Workshop**

Mr. Wiberg provided an overview of the evening's agenda and introductory remarks regarding the state of the Village's finances and what is anticipated for the next fiscal year. A PowerPoint presentation was utilized for all discussions throughout the evening. The purpose of the Budget Workshop is to report on the current fiscal year condition and to receive broad policy direction from the Village Board as staff prepares the draft fiscal year 2016/17 budget. He also discussed macroeconomic reports and predictions from Rick Mattoon of the Federal Reserve Bank of Chicago, a firm known as the Retain Coach, and other governmental statistics.

Before continuing the presentation, Mr. Wiberg proposed a PSI contract negotiations meeting date, the date agreed upon was March 3, 2016, at 3PM. Discussion ensued regarding a date for the Finance Committee meeting, which was scheduled for March 2, 2016, at 8:30AM. Mr. Wiberg inquired whether the Village Board had any comments on the department budget goal status and proposed goals for the next fiscal year, which were included with the meeting packet. No Comments.

**1. Discussion Concerning the Village's Fiscal Year 2015/2016 Year End Projections**

Mr. Merkel presented the year end General Fund projections for the current fiscal year. The Village is expected to experience a surplus of \$213,281, which is \$486,460 greater than budgeted. Revenues are projected to decrease \$594,829 from the original budget. The majority of the decrease is from sales taxes (\$100,000) and permit fees (\$250,000). Sales tax revenue has remained flat and development on the Purple Hotel site will not begin this year.

Expenses are expected to decrease \$772,969 from the original budget. The majority of the decrease (\$365,000) is due to the reduction in the development benefit payable to SD74. The Touhy/Lawndale TIF was closed during the current year which affected the amounts owed to SD 74. There was also a reduction in personnel costs of approximately \$171,000 due to the many retirements which have occurred during the current fiscal year.

Transfers were also less than budgeted by approximately \$358,000. The construction of the Com Ed Bike path (\$200,000) was deferred to the next fiscal year and the replacement of the phone system in the E-911 Center (\$140,000) was deferred to the next fiscal year.

## **2. Discussion Concerning Fiscal Year 2016/17 Financial Forecast**

Mr. Merkel presented the financial forecast for Fiscal Year 2016/17. The proposed budget projects a deficit of \$775,896 after transfers in the general fund. Mr. Merkel indicated that the projected general fund balance will be \$10,220,155 in the general fund as of April 30, 2017, and that the Village has adequate reserves to absorb this deficit. Staff projects \$20,442,203 in revenues for next year with adjustments of approximately \$20,000 in fee increases and \$20,266,199 in expenditures. There was concurrence from the Village Board to proceed with the staff recommendation for revenue adjustments.

Mr. Merkel continued to present the key general fund revenue issues including property tax, sales tax and a budgeted reduction in state income taxes from the local distributive fund. This adjustment was made due to the uncertainty of the budget impasse that is affecting the State of Illinois. Staff reported that they will continue to monitor the situation in Springfield. Mr. Merkel also presented a sales tax history chart for the last nine years which shows that sales tax revenue has not yet recovered from the 2009 recession and has been stagnant for the last six years. The Village is still approx. \$500,000 lower in sales tax revenue as compared to FY2008.

Mr. Merkel continued to present the key general fund expenditure issues including salaries and benefits, pension contributions and the need to purchase new radios for the Police Department due to the FCC requiring all public safety agencies on UHF systems to vacate the current radio frequency by 2021.

Mr. Wiberg continued the discussion regarding other proposed expenditures including the purchase of police vehicle replacement, the final payment on the fire engine purchase, replacement of playground equipment at GG Rowell Park and the Lincoln Avenue median beautification project.

Mr. Wiberg continued with a discussion of a proposed storage tax. The Village currently has three storage facilities located in the Village. The Village Board asked for more information on this subject and Staff will present at the next Village Finance Committee meeting. No other comments regarding the financial forecast were received.

## **3. Discussion Concerning Fiscal Year 2016/17 Policy Issues**

Mr. Wiberg provided an overview for a proposed storage tax. The Village currently has three storage facilities and they are located in sales tax producing areas. Discussion ensued and the Village Board asked for additional information to be presented at the next Village Finance Committee meeting concerning issues related to the proposed tax.

Mr. Wiberg also discussed outsourcing the maintenance of the landscaping of the street medians, the aquatic center and the Village campus beds. The cost would be offset by the reduction of one seasonal staff member. After discussion, the Village Board agreed to the proposal for inclusion in the FY2017 budget.

Mr. Wiberg then provided an overview of the activity in all other funds of the Village. Discussion ensued regarding the annual water fee increase from the City of Chicago which is estimated to be 5%, effective July 1, 2016. As per past Village Board direction, staff budgeted the fee increase as a pass through to the residents effective May 1, 2016. Mr. Wiberg presented and summarized the major expenditures planned for next and future years. Mr. Petroschius summarized the major technology related expenditures planned for next year.

### **Adjournment**

At 8:55P.M. Trustee Cope made a motion to adjourn Committee of the Whole. Trustee Bass seconded the motion. The motion passed by voice vote.

Respectfully Submitted,

Beryl Herman  
Village Clerk

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
MARCH 1, 2016**

**DRAFT**

**Call to Order**

President Pro-Tem Elster called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30 PM, Tuesday, March 1, 2016 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

**Roll Call**

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Pro-Tem Elster, Trustees Cope, Klatzco, Patel, Spino, President Turry (Facetime), Bass (6:35)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village manager; Amanda Pazdan, Management Analyst; Robert Merkel, Finance Director; Charles Greenstein, Village Treasurer; Robert LaMantia, Police Chief; Charles Meyer, Assistant to the Village Manager.

**Approval of Minutes**

Minutes of the February 16, 2016 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Cope moved to approve the minutes. Trustee Patel seconded the motion. The motion was approved by Voice Vote.

**Regular Business**

1. Discussion Concerning Potential Regulations Governing Video Gaming Facilities

Mr. Wiberg presented background information regarding this item.

The Village, several years ago, opted out of allowing gaming.

Presenters Charity Johns and Brian Wilson of Laredo Hospitality addressed the Board. A previous presentation had been made at a February Committee of the Whole.

The following potential home rule regulations, provided by Village Attorney, were exhibited and discussed:

- \*Limit the total number of terminals (locations) in the Village
- \*Only allow terminals to certain classes of liquor license holders
- \*Require a special use permit for terminals
- \*Only allow terminals in certain zoning districts
- \*Establish sign regulations for terminal locations
- \*Require establishments with terminals to meet certain requirements, i.e. serve food, hours of operation, min/max floor area, location restrictions
- \*Require staff at establishments to undergo specialized training
- \*Establish special license fee for each terminal

Photos and information regarding the “Stella” locations were displayed and discussed. Community involvements were presented as well as a guest profile.

Kathy Gilroy, a non-resident addressed the Board regarding objections to this type of business.

Direction to staff was to obtain information from towns where this company has locations. It was suggested that the Village Attorney be present when this item again comes up for discussion.

Village Board directed staff to get information regarding Ordinances adopted by other communities.

President Turry spoke stating that he is not in favor of this type of business and would be hesitant to grant a liquor license. *It should be noted that President Turry is also the Liquor Commissioner.*

### **Adjournment to Closed Session**

At 7:15PM Trustee Klatzco made a motion to adjourn the Committee of the Whole to Closed Session for discussion of pending litigation 2(c)(11) and employment matters 2 (c) (1) The motion was seconded by Trustee Patel.

Upon Roll Call the Results were:

AYES: Trustees, Cope, Patel, Klatzco, Spino, Bass, President Pro-Tem Elster

NAYS: None

**Reconvention**

At 7:40 President Pro-Tem Elster reconvened Committee of the Whole.

**Adjournment**

At 7:41 PM Trustee Klatzco moved to adjourn Committee of the Whole, seconded by Trustee Cope.

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman  
Village Clerk

# MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: March 11, 2016

SUBJECT: **March 15 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:30 p.m.** on Tuesday evening. Dinner will be available in the Village Hall Board conference room beginning at 5:45 p.m. Please find below a summary of the items for discussion:

1) **Discussion Concerning a Proposed Parking Lot in the Northeast Industrial Business District (6:30 – 7:00 p.m.)**

For the past two years, staff has been working on plans to construct a public parking lot on the current Union Pacific right-of-way in the Northeast Industrial Business Park. [Attached](#) is a memorandum from the Public Works Director summarizing the process to date. On Tuesday evening, staff will be seeking Board direction on the preferred configuration of this lot so design work can proceed.

2) **Discussion Concerning Proposed Modifications to the Park Naming Policy (7:00 – 7:30 p.m.)**

At its November 17 Board meeting, the Board considered a request to name a ballfield in Proesel Park after a former Lincolnwood resident and Little League player. The Board referred the existing Park Naming Policy to a Park Board sub-committee to develop more specific criteria for naming an amenity within a park after an individual. [Attached](#) is a memorandum from the Parks and Recreation Director summarizing this issue and presenting the proposed modified policy.

If you should have any questions concerning these matters, please feel free to contact me.



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## MEMORANDUM

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**TO:** Timothy Wiberg, Village Manager

**FROM:** Ashley Engelman, Public Works Director

**DATE:** March 8, 2016

**SUBJECT:** Proposed Parking Lot

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**Background:** In 2013 the Village Board discussed the possibility of constructing a public parking lot in the Northeast Industrial Business District (“business district”) generally bounded by Pratt Avenue to the south, Touhy Avenue to the north, Hamlin Avenue to the west and Central Park Avenue to the east. It was determined at that time that the most appropriate location for a parking lot would be within the Union Pacific railroad right-of-way (ROW) between Morse and Lunt Avenues. The location would both serve the users of the planned bike path as well as the businesses within the area.

The Village is in the final stages of acquiring the Union Pacific railroad ROW property. Therefore, staff requested that the Village Engineer develop concept plans for the proposed parking lot.

**Purpose of Discussion:** To obtain direction regarding budgeting funds within the FY 2016/2017 budget to design and construct a public parking lot within the Union Pacific railroad ROW that would be open for use by the businesses in the area as well as users of the planned bike path.

**Concept Plans:** The Village Engineer initially developed five concept plans for parking within the area. A sixth concept plan was subsequently developed to contemplate traffic exiting onto Central Park Avenue.

Alternative	Parking Stalls	Handicap Stalls	Cost
1	49	3	\$680,000
2	56	3	\$715,000
3*	118	5	\$850,000
4	118	5	\$850,000
5A	116	5	\$850,000
6	116	5	\$960,000

\*Would require right-of-way from 3665 Lunt Avenue (Z Bakery), costs associated with property acquisition is not included.

Funds to design and construct the parking lot would be utilized from the Northeast Industrial District Tax Increment Financing budget.

**Parking Count:** On the dates of December 1, 3, 8, 10 and 15 a parking user count was conducted during the morning and afternoon within the business district area. The following locations were counted:

- Lawndale Lot
- Central Park Spaces (north, middle, south)
- Northeast Parkway Lot
- Ridgeway Avenue On-Street Parking
- Central Park Avenue On-Street Parking
- Hamlin Avenue On-Street Parking
- Morse Avenue On-Street Parking
- Lunt Avenue On-Street Parking

In total, the morning count found that of the available 453 spaces on average 232.6 were occupied for a total of 51% used. The afternoon count found that of the available 453 spaces on average 234 were used for a total of 52% occupied. More specifically, the following areas were found to be 85%-100% occupied on average:

**Morning 85-100% Occupied**

- Lawndale Lot
- Morse Avenue On- Street Parking
- Central Park Spaces
- Lunt Avenue On-Street Parking

**Afternoon 85-100% Occupied**

- Morse Avenue On- Street Parking

- Central Park Spaces
- Lunt Avenue On-Street Parking

A detailed average for each location is attached.

**Meeting with Z Bakery:** On November 30, 2015 staff met with Willie Zimberoff, the owner of Z Bakery to discuss the parking lot concepts with him due to the potential impact some of the alternatives would have on his business. Mr. Zimberoff was supportive of constructing a parking lot in the proposed area. Staff reviewed Alternative 3 & 4 with him as these options were determined to be the most feasible as well as provide the most benefit to the area. Upon review of the concepts with Mr. Zimberoff it was determined that Alternative 3 would not be feasible due to truck delivery traffic and that Alternative 4 needed modifications to accommodate delivery truck traffic. Therefore the Village Engineer developed Alternative 5A.

**Staff Review:** Following the meeting with Mr. Zimberoff staff concluded that Alternative 5A was the most feasible concept to solicit further comments on. The concept provides parking for a significant amount of vehicles, does not require acquiring ROW from 3665 Lunt Avenue and allows for delivery truck movement adjacent to it.

**Business Meeting:** On January 8, 2016 a letter was mailed to 72 business owners within the business district inviting them to an open house to review and comment on the plan. The Village received one call prior to the meeting from a representative of Gage Assembly located at 3771 Morse Avenue. The representative called to inquire as to which direction traffic would flow when entering the parking lot. No representatives from any of the businesses within the business district attended the meeting.

**Economic Development Commission Meeting:**

On January 27, 2016 the Economic Development Commission (EDC) met to discuss the concepts that were developed by CBBEL. The EDC mainly discussed concepts 3-6 as they felt that concepts 1 and 2 did not provide a significant amount of parking compared to the cost to construct the parking lot. The EDC made a unanimous motion to move forward with one of the concepts labeled 3-6. The main difference between concepts 3-6 is where the entrance and exit of the parking lot would occur. The options include a one way entrance from Morse Avenue northbound to Lunt Avenue or an entrance/exit from Central Park Avenue. The EDC did not provide a recommendation regarding ingress and egress. After the meeting concluded, Trustee Patel suggested that traffic counts be obtained for the possible ingress/egress routes and that the Traffic Commission review the options and provide a recommendation to the Village Board. A meeting of the Traffic Commission to discuss this matter was scheduled for March 10, 2016.

**Traffic Commission Meeting:** On March 10, 2016 a Traffic Commission meeting was held to obtain a recommendation regarding the design of the parking lot. Approximately 100 letters were sent to the residential and commercial properties within the area. One resident attended the meeting and no business owners attended. During the meeting, the Traffic Commission discussed the possibility of introducing a third concept layout which would provide access to the parking lot from both the east and west side. This concept was suggested as a way to provide easy access

for businesses from both the east and west side of the area and to maximize the potential use of the proposed parking lot. The following additional points were discussed:

- Hours of operation (limiting parking to 12 hours maximum to reduce the possibility of the lot being used for storage, but maintaining 24 hour parking for use by third shift employees)
- Including lighting and security within the lot
- Concerns with cut-through traffic in the event that ingress/egress is provided from both the east and west side of the lot
- Inclusion of a height restriction for the parking lot to reduce truck parking
- Questions regarding ensuring adequate ingress/egress for truck delivery traffic for the businesses adjacent to the lot
- Consensus that moving traffic away from Hamlin and Lunt Avenues onto Central Park Avenue would be preferred

The resident who attended the meeting resides on Hamlin Avenue. She commented on the congestion of the on-street parking along Hamlin and Lunt Avenues. She was in favor of access from Central Park Avenue in an effort to relocate traffic. In general, she noted that she supported any effort to provide additional parking to the area.

At the conclusion of the meeting a motion was made to recommend moving forward with the parking lot layout which provides ingress/egress from Central Park Avenue however they also asked staff to review the feasibility of adding an additional concept which would provide access from both the east and west side of the lot. The motion was approved unanimously.

**Parking Lot Layout Multi-Access:** CBBEL is currently in the process of evaluating and developing a concept which contemplates full access on Central Park Avenue and one-way accesses at Lunt Avenue (one way in) and Morse Avenue (one way out). The concept will be presented at the Committee of the Whole meeting.

**Village Board Direction Sought:** Staff is seeking direction regarding the design of the proposed parking lot.

**Documents Attached:**

1. Parking Count Survey and Maps
2. Traffic Count Data
3. Alternative 1
4. Alternative 2

Business District Parking Survey

<b>Morning Averages (9AM-11AM)</b>					
Lawndale Lot	CP Lot (North)	CP Lot (Middle)	CP Lot (South)	NE Prkway Lot	Ridgeway
61.4/70 (0/4 handicap)	8.2/15	6/8	4.8/9	18.6/24 (0/1 handicap)	44.2/58
Central Park	Hamlin (Pratt-Morse)	Hamlin (Morse-Lunt)	Morse	Lunt (Hamlin-Ridgeway)	Lunt (Ridgeway-Lawn)
11.8/13	13.4/32	26/40	3/1	11.8/19	22.4/24
Total Used	Total Available	Percent			
232.6	453	51%			

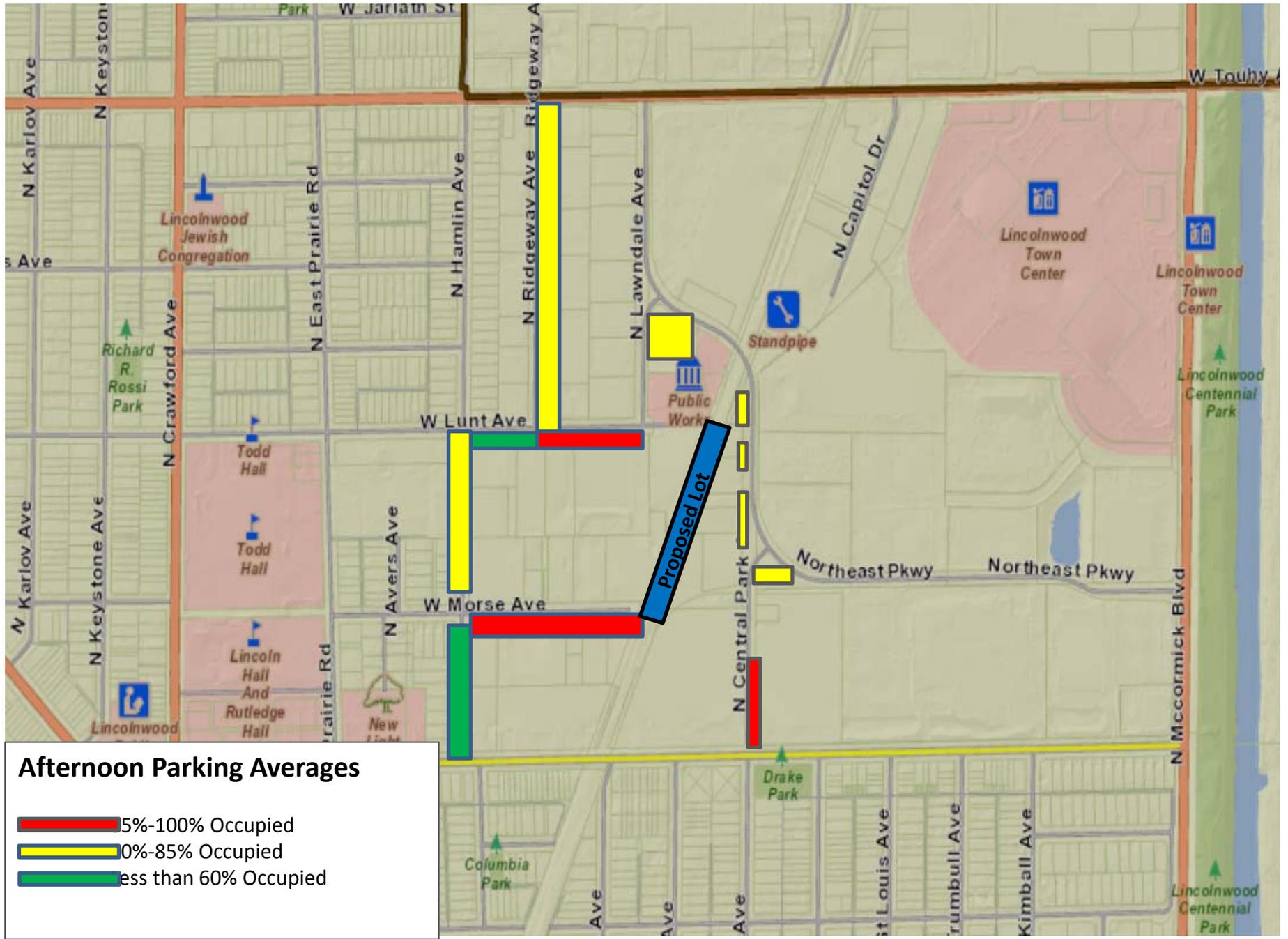
<b>Evening Averages (2PM-3PM)</b>					
Lawndale Lot	CP Lot (North)	CP Lot (Middle)	CP Lot (South)	NE Prkway Lot	Ridgeway
50.6/70 (0/4 handicap)	11.2/15*	6/8	5.6/9	20/24 (0/1 handicap)	44/58
Central Park	Hamlin (Pratt-Morse)	Hamlin (Morse-Lunt)	Morse	Lunt (Hamlin-Ridgeway)	Lunt (Ridgeway-Lawn)
11.2/13	17/32	30.2/40	3/1	11.2/19	23.8/24
Total Used	Total Available	Percent			
234	453	52%			

\* Unloading Light Poles, parking lot blocked off

- 85%-100% Occupied
- 60%-85% Occupied
- Less than 60% Occupied

Survey completed on 12/1, 12/3, 12/8, 12/10 and 12/15





### Afternoon Parking Averages

- 5%-100% Occupied
- 10%-85% Occupied
- less than 60% Occupied

# TECHNICAL MEMORANDUM

DATE: March 10, 2016

TO: Jim Amelio  
Village Engineer  
Village of Lincolnwood

FROM: G. Michael Ziegler, PE, PTOE  
Thomas F. Szabo, TOPS, TSOS  
Christopher B. Burke Engineering, Ltd.

SUBJECT: UP Parking Lot Study – Village of Lincolnwood  
(CBBEL Project No.: 140090.A1601)

ATTACH.: Traffic Count Data and ADT/Peak Hour Exhibits

Christopher B. Burke Engineering, Ltd. (CBBEL) was authorized to perform a traffic study for the local street network located in the immediate vicinity of a proposed parking lot to be located within the Union Pacific railroad right of way between Pratt Avenue and Northeast Parkway in Lincolnwood, Illinois.

## **Overview:**

CBBEL has performed the following work items as requested by the Village:

1. Conducted traffic counts over a 48 hour period on Monday and Tuesday, March 8<sup>th</sup> and 9<sup>th</sup> at five locations total; two on Lawndale Avenue and one each on Central Park Avenue, Lunt Avenue and Hamlin Avenue. The count data was tabulated in hourly and 15 minute increments. Due to area schools being closed on Monday for Casimir Pulaski Day, count data collected on Monday represents baseline data whereby school trips and normal weekday business trips can be estimated separately from both days count data.
2. Conducted visual observations of traffic operations from approximately 6:45am to 8:30am and 2:45pm to 5:15pm on March 9, 2016.

## **Findings:**

### *Traffic Count Data:*

1. Daily traffic volumes ranged from 1,781 on Lunt Avenue (Hamlin Avenue to Lawndale Avenue) to 3,550 on Lawndale Avenue (from Touhy Avenue to Central Park Avenue).
2. Hamlin Avenue experienced a notable increase in traffic (as much as 60% in the peak hours) on Tues. (Mar. 9<sup>th</sup>) over the previous day (Mon., Mar. 8<sup>th</sup>) in the 7:00am, 8:00am, 2:00pm, and 3:00pm hours due to school related traffic associated with parent drop off/pick up at the Todd Hall Elementary School and Lincoln Hall Middle School (combined) campus located one block west of Hamlin Avenue. Both schools were closed on Monday due to Casimir Pulaski Day, which appears to account for this difference.

# TECHNICAL MEMORANDUM

3. The counts show a fairly even directional distribution (50/50) in overall daily volumes for four of the five locations. The fifth location – Lawndale Avenue (from Touhy Avenue to Central Park Avenue) was shown to be approximately a 60/40 distribution with a higher percentage of the volume being in the southbound direction.
4. However, directional volumes in the 6:00am, 7:00am, and 8:00am hours on Hamlin Avenue show a strong northbound distribution related to employee arrival at the businesses along Hamlin, Morse and Lunt Avenues mainly in the 6:00am hour and parent drop off for the Todd Hall/Lincoln Hall School campus from about 7:45am to 8:30am. Conversely, the traffic volumes show a strong southbound distribution in the 3:00pm, 4:00pm and 5:00pm hours due to parent pick up for the Todd Hall/Lincoln Hall School campus from about 2:45pm to 3:30pm, and to employee arrival at the businesses along Hamlin, Morse and Lunt Avenues mainly in the 4:00pm and 5:00pm hours. Higher westbound and southbound distributions were also shown in the 4:00pm hour on Lunt Avenue and Lawndale Avenue respectively.

## *Observational Data:*

1. As part of the schools' daily traffic management strategies, temporary road closures were in effect on northbound East Prairie Road and Morse Avenue (between East Prairie Road and Hamlin Avenue) from approximately 7:45am to 8:30am and 2:45pm to 3:30pm. Also, East Prairie Road (Pratt Avenue to Lunt Avenue) and Lunt Avenue (Crawford Avenue to East Prairie Road) are posted for school traffic use only from 7:45am to 9:00am and 2:15pm to 3:30pm. This results in school related traffic (parents dropping off and picking up students) approaching on Pratt Avenue turning onto northbound Hamlin Avenue, then turning left on Lunt Avenue and then turning left again on East Prairie Road where students are dropped off in the morning and picked up in the afternoon. School buses enter from Crawford Avenue onto Lunt Avenue and then enter the school campus.
2. Parking for businesses in this area are generally accommodated by on-street parking and frontage parking stalls located directly in front of various businesses. On-street parking is located generally along both sides of the street on Lunt Avenue (Hamlin Avenue to Lawndale Avenue) and Hamlin Avenue (Pratt Avenue to Lunt Avenue). The Lincolnwood Public Works Department located on the east side of Lawndale Avenue between Central Park Avenue and Lunt Avenue has a small employee parking lot located adjacent to and south of the main building. Employee parking for the Z Bakery (located at the east end of Lunt Avenue and adjacent to the Lincolnwood Public Works Department) is located along the north (front side) and east sides of the building with a few employees parking in the adjacent Public Works parking lots. Employee parking on Morse Avenue and Lawndale Avenue is provided by frontage parking stalls. Morse Avenue is posted "No Parking Anytime".
3. The vast majority of employee arrival trips during the weekday appear to occur between 6:00am and 7:00am. Lincolnwood Public Works Department and Advanced Plastics (located at 3725 Lunt Avenue) employee arrival occurs between 7:45am and 8:15am. The vast majority of employee departure trips during the weekday appear to occur

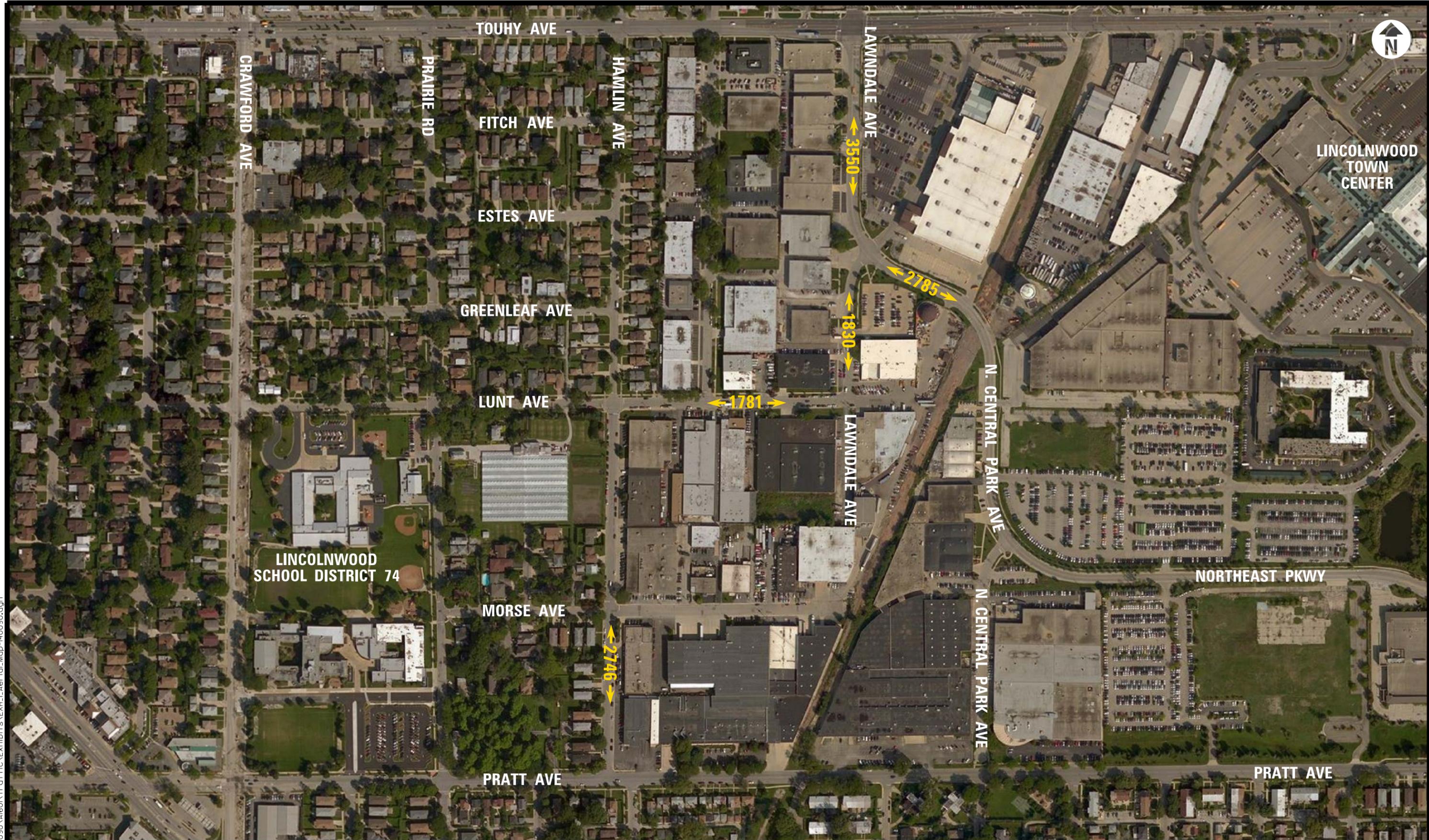
# TECHNICAL MEMORANDUM

between 4pm and 5pm. Other employee arrival/departure trips occur at other times throughout the day attributable to 2<sup>nd</sup> and 3<sup>rd</sup> shifts for some businesses but no substantial increases in traffic were observed during these times.

4. A majority of employee departure trips from the general area were observed to be moving westbound on Lunt Avenue and then southbound along Hamlin Avenue to Pratt Avenue where a vast majority (~80%) were turning right on westbound Pratt Avenue.
5. Truck ingress/egress to/from various businesses resulting in temporary blocking of street traffic were observed between 4:00pm and 5:00pm on Lunt and Hamlin Avenues.
6. Operational issues such as extensive queuing (backups) were not observed at any of the intersections within the study area.

## **Conclusions and Recommendations:**

1. The proposed parking lot would appear to reasonably service those businesses whose employees are currently parking on the street along Lunt Avenue, along the front and backside of Z Bakery and CJ Foods (the location of the proposed parking lot) and in the Public Works parking lots, which would account for approximately 45 of the vehicles observed parked in these areas. Use of the proposed parking lot by employees currently parking on the street along Hamlin Avenue would likely not be an attractive option as it requires employees to walk a much longer distance from their car to work than they currently do. It is anticipated the employees will continue to park along the street on Hamlin Avenue and not in the proposed parking lot unless parking is restricted (on Hamlin Avenue).
2. Parking lot alternate 1 with its one-way movement from Lunt Avenue to Morse Avenue would reduce employee departure trips from westbound Lunt Avenue and southbound Hamlin Avenue (Lunt Avenue to Morse Avenue). Some employee departure trips would be redistributed to Morse Avenue (east of Hamlin Avenue) but should pose no operational issues related to the additional traffic due to the low amount of existing traffic observed on this section of Morse Avenue.
3. Parking lot alternate 2 with its only access located on Central Park Avenue would remove some traffic on Lawndale Avenue (south of Central Park Avenue) coming from Central Park Avenue and Lawndale Avenue (between Central park Avenue and Touhy avenue) but may provide less attractive parking to employees due the entrance being located on Central Park Avenue.
4. Both parking lot layouts will provide an alternative option to on-street parking for motorists. Analysis of traffic counts collected from both east and west of the proposed parking lot show similar (low) volumes indicating support for either option.



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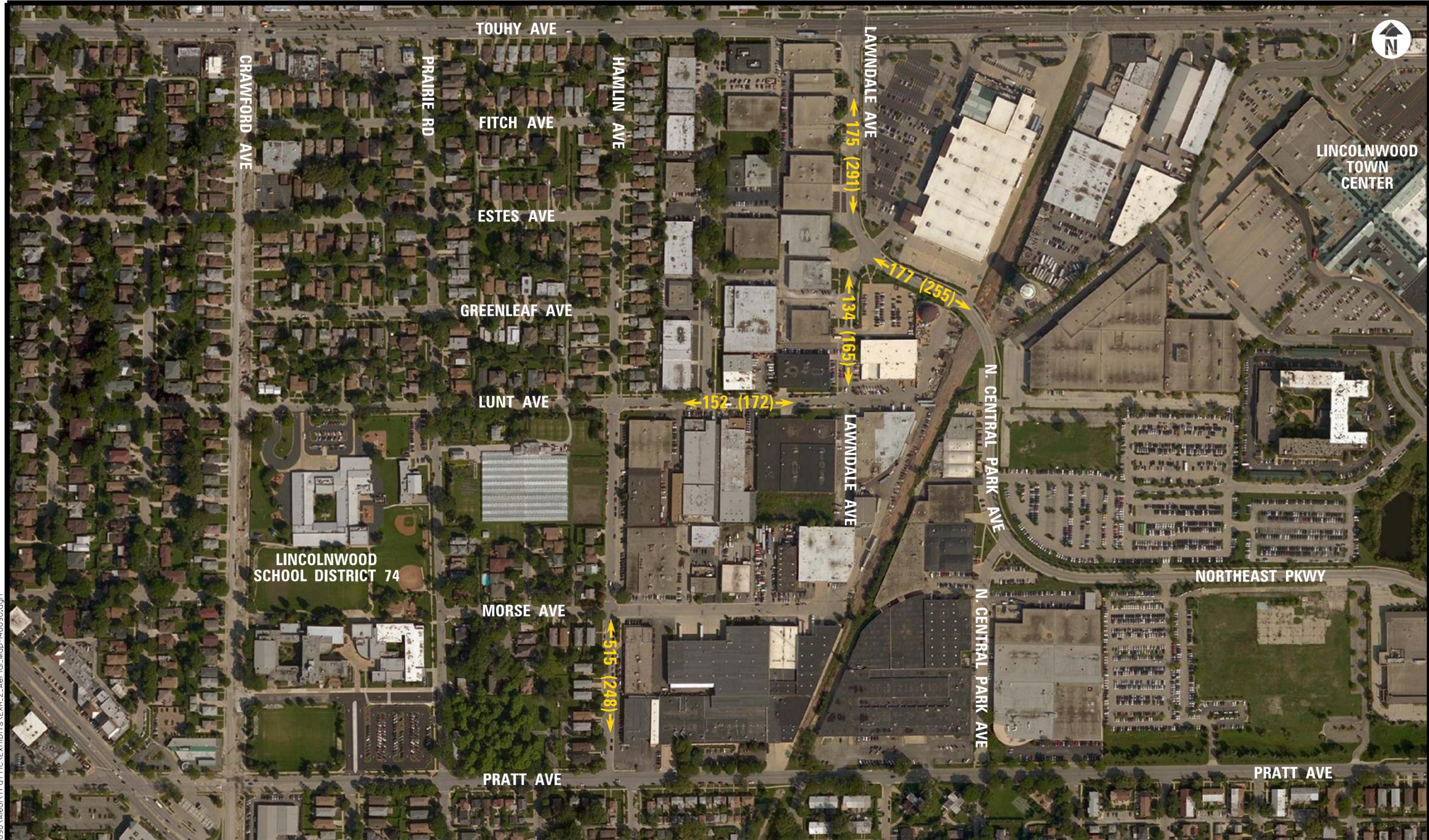
**CHRISTOPHER B. BURKE**  
ENGINEERING, LTD.  
9575 West Higgins Road  
Suite 600, Rosemont, Illinois 60018  
(847) 823-0500

**VILLAGE OF LINCOLNWOOD**  
**ADT COUNT LOCATIONS**

DESIGN	TFS	PROJECT NO.
DRAWN	EAJ	140090, A1601
CHECKED	GMZ	SHEET 1 OF 1
SCALE:	1" = 300'	DRAWING NO.
DATE:	3/10/2016	<b>EXH-1</b>



**LEGEND:**  
← ADT →



LINCOLNWOOD  
TOWN  
CENTER

LINCOLNWOOD  
SCHOOL DISTRICT 74

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**CHRISTOPHER B. BURKE**  
ENGINEERING, LTD.  
9575 West Higgins Road  
Suite 600, Rosemont, Illinois 60018  
(847) 823-0500

VILLAGE OF LINCOLNWOOD  
**PEAK HOUR COUNTS**

DESIGN	TFS	PROJECT NO.
DRAWN	EAJ	140090, A1601
CHECKED	GMZ	SHEET 1 OF 1
SCALE:	1" = 300'	DRAWING NO.
DATE:	3/10/2016	<b>EXH-2</b>



**LEGEND:**  
**PEAK HOUR COUNTS**  
← AM (PM) →

Lincolnwood  
 Lawndale Avenue  
 between  
 Touhy Avenue & Central Park Avenue

# Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	07-Mar-16 Mon	NB	SB	Combined Total	
12:00 AM		0	4	4	█
01:00		6	7	13	█
02:00		7	4	11	█
03:00		5	32	37	█
04:00		37	43	80	█
05:00		37	50	87	█
06:00		24	95	119	█
07:00		50	120	170	█
08:00		82	142	224	█
09:00		78	128	206	█
10:00		95	151	246	█
11:00		97	146	243	█
12:00 PM		142	178	320	█
01:00		92	159	251	█
02:00		112	176	288	█
03:00		100	153	253	█
04:00		125	180	305	█
05:00		95	131	226	█
06:00		58	126	184	█
07:00		51	91	142	█
08:00		36	66	102	█
09:00		31	52	83	█
10:00		10	25	35	█
11:00		7	12	19	█
<b>Total</b>		<b>1377</b>	<b>2271</b>	<b>3648</b>	
<b>Percent</b>		<b>37.7%</b>	<b>62.3%</b>		

Lincolnwood  
 Lawndale Avenue  
 between  
 Touhy Avenue & Central Park Avenue

# Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	08-Mar-16 Tue	NB	SB	Combined Total	
12:00 AM		9	7	16	█
01:00		8	5	13	█
02:00		10	4	14	█
03:00		9	30	39	█
04:00		31	25	56	█
05:00		29	37	66	█
06:00		22	82	104	█
07:00		51	97	148	█
08:00		72	135	207	█
09:00		76	111	187	█
10:00		78	136	214	█
11:00		93	115	208	█
12:00 PM		130	175	305	█
01:00		89	160	249	█
02:00		119	142	261	█
03:00		124	173	297	█
04:00		134	167	301	█
05:00		90	137	227	█
06:00		85	109	194	█
07:00		42	89	131	█
08:00		37	64	101	█
09:00		21	41	62	█
10:00		8	15	23	█
11:00		6	21	27	█
<b>Total</b>		<b>1373</b>	<b>2077</b>	<b>3450</b>	
<b>Percent</b>		<b>39.8%</b>	<b>60.2%</b>		
<b>Grand Total</b>		<b>2750</b>	<b>4348</b>		
<b>Percentage</b>		<b>38.7%</b>	<b>61.3%</b>		

Lincolnwood  
 Central Park Avenue  
 between  
 Lawndale Avenue & Northeast Pkwy

# Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	07-Mar-16 Mon	NB	SB	Combined Total	
12:00 AM		0	7	7	█
01:00		2	5	7	█
02:00		5	3	8	█
03:00		0	20	20	█
04:00		6	34	40	█
05:00		37	30	67	█
06:00		32	73	105	█
07:00		65	76	141	█
08:00		110	111	221	█
09:00		81	88	169	█
10:00		82	117	199	█
11:00		82	98	180	█
12:00 PM		113	112	225	█
01:00		76	111	187	█
02:00		93	134	227	█
03:00		95	116	211	█
04:00		129	139	268	█
05:00		75	108	183	█
06:00		52	79	131	█
07:00		45	70	115	█
08:00		31	47	78	█
09:00		18	38	56	█
10:00		8	22	30	█
11:00		2	8	10	█
<b>Total</b>		<b>1239</b>	<b>1646</b>	<b>2885</b>	
<b>Percent</b>		<b>42.9%</b>	<b>57.1%</b>		

# Fish Transportation Group

801 South Blvd Suite 5  
Oak Park, IL 60302

Lincolnwood  
Central Park Avenue  
between  
Lawndale Avenue & Northeast Pkwy

Date Start: 07-Mar-16  
Date End: 08-Mar-16

Start Time	08-Mar-16 Tue	NB	SB	Combined Total	
12:00 AM		3	4	7	█
01:00		6	3	9	█
02:00		11	4	15	█
03:00		13	22	35	█
04:00		20	26	46	█
05:00		30	21	51	█
06:00		32	68	100	█
07:00		57	70	127	█
08:00		80	95	175	█
09:00		70	75	145	█
10:00		65	81	146	█
11:00		75	73	148	█
12:00 PM		108	113	221	█
01:00		92	108	200	█
02:00		89	104	193	█
03:00		108	120	228	█
04:00		117	138	255	█
05:00		69	102	171	█
06:00		64	77	141	█
07:00		43	63	106	█
08:00		30	41	71	█
09:00		20	35	55	█
10:00		8	13	21	█
11:00		2	16	18	█
Total		1212	1472	2684	
Percent		45.2%	54.8%		
Grand Total		2451	3118		
Percentage		44.0%	56.0%		

Lincolnwood  
 Lawndale Avenue  
 between  
 Central Park Avenue & Lunt Avenue

# Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	07-Mar-16 Mon	NB	SB	Combined Total	
12:00 AM		1	0	1	
01:00		7	5	12	█
02:00		3	3	6	█
03:00		12	15	27	█
04:00		34	7	41	█
05:00		23	39	62	█
06:00		24	42	66	█
07:00		31	68	99	█
08:00		44	78	122	█
09:00		49	68	117	█
10:00		67	64	131	█
11:00		49	53	102	█
12:00 PM		88	84	172	█
01:00		57	71	128	█
02:00		86	66	152	█
03:00		54	69	123	█
04:00		76	111	187	█
05:00		59	56	115	█
06:00		33	46	79	█
07:00		27	22	49	█
08:00		18	19	37	█
09:00		14	14	28	█
10:00		3	11	14	█
11:00		6	4	10	█
<b>Total</b>		<b>865</b>	<b>1015</b>	<b>1880</b>	
<b>Percent</b>		<b>46.0%</b>	<b>54.0%</b>		

# Fish Transportation Group

801 South Blvd Suite 5  
Oak Park, IL 60302

Lincolnwood  
Lawndale Avenue  
between  
Central Park Avenue & Lunt Avenue

Date Start: 07-Mar-16  
Date End: 08-Mar-16

Start Time	08-Mar-16 Tue	NB	SB	Combined Total	
12:00 AM		9	4	13	█
01:00		6	7	13	█
02:00		2	3	5	█
03:00		10	22	32	█
04:00		24	12	36	█
05:00		22	37	59	█
06:00		22	52	74	█
07:00		40	58	98	█
08:00		48	73	121	█
09:00		50	64	114	█
10:00		54	67	121	█
11:00		47	52	99	█
12:00 PM		61	68	129	█
01:00		49	67	116	█
02:00		72	67	139	█
03:00		65	91	156	█
04:00		73	93	166	█
05:00		41	47	88	█
06:00		44	30	74	█
07:00		17	28	45	█
08:00		13	20	33	█
09:00		9	14	23	█
10:00		3	6	9	█
11:00		7	9	16	█
<b>Total</b>		<b>788</b>	<b>991</b>	<b>1779</b>	
<b>Percent</b>		<b>44.3%</b>	<b>55.7%</b>		
<b>Grand Total</b>		<b>1653</b>	<b>2006</b>		
<b>Percentage</b>		<b>45.2%</b>	<b>54.8%</b>		

Lincolnwood  
Lunt Avenue  
between  
Lawndale Avenue & Ridgeway Avenue

# Fish Transportation Group

801 South Blvd Suite 5  
Oak Park, IL 60302

Date Start: 07-Mar-16  
Date End: 08-Mar-16

Start Time	07-Mar-16 Mon	EB	WB	Combined Total	
12:00 AM		0	0	0	
01:00		5	2	7	█
02:00		1	2	3	█
03:00		5	0	5	█
04:00		18	8	26	███
05:00		34	9	43	█████
06:00		38	30	68	███████
07:00		55	41	96	█████████
08:00		82	70	152	███████████
09:00		63	57	120	███████████
10:00		70	64	134	███████████
11:00		54	40	94	█████████
12:00 PM		74	74	148	███████████
01:00		51	77	128	███████████
02:00		75	95	170	███████████
03:00		59	74	133	███████████
04:00		56	126	182	███████████
05:00		54	78	132	███████████
06:00		28	39	67	███████
07:00		14	17	31	███
08:00		9	18	27	███
09:00		10	14	24	███
10:00		3	10	13	█
11:00		23	9	32	███
<b>Total</b>		<b>881</b>	<b>954</b>	<b>1835</b>	
<b>Percent</b>		<b>48.0%</b>	<b>52.0%</b>		

# Fish Transportation Group

801 South Blvd Suite 5  
Oak Park, IL 60302

Lincolnwood  
Lunt Avenue  
between  
Lawndale Avenue & Ridgeway Avenue

Date Start: 07-Mar-16  
Date End: 08-Mar-16

Start Time	08-Mar-16 Tue	EB	WB	Combined Total	
12:00 AM		3	17	20	█
01:00		1	4	5	█
02:00		0	2	2	█
03:00		6	5	11	█
04:00		15	6	21	█
05:00		39	9	48	█
06:00		29	23	52	█
07:00		60	31	91	█
08:00		79	68	147	█
09:00		56	46	102	█
10:00		54	48	102	█
11:00		46	48	94	█
12:00 PM		74	80	154	█
01:00		51	71	122	█
02:00		43	78	121	█
03:00		72	83	155	█
04:00		57	115	172	█
05:00		41	62	103	█
06:00		34	31	65	█
07:00		11	27	38	█
08:00		15	25	40	█
09:00		6	19	25	█
10:00		2	7	9	█
11:00		22	6	28	█
<b>Total</b>		<b>816</b>	<b>911</b>	<b>1727</b>	
<b>Percent</b>		<b>47.2%</b>	<b>52.8%</b>		
<b>Grand Total</b>		<b>1697</b>	<b>1865</b>		
<b>Percentage</b>		<b>47.6%</b>	<b>52.4%</b>		

Lincolnwood  
 Hamlin Avenue  
 between  
 Morse Avenue & Pratt Avenue

# Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	07-Mar-16 Mon	NB	SB	Combined Total	
12:00 AM		6	7	13	█
01:00		7	5	12	█
02:00		4	3	7	█
03:00		6	0	6	█
04:00		14	4	18	█
05:00		39	3	42	█
06:00		147	17	164	█
07:00		116	37	153	█
08:00		127	62	189	█
09:00		70	57	127	█
10:00		65	76	141	█
11:00		60	51	111	█
12:00 PM		84	66	150	█
01:00		61	67	128	█
02:00		74	99	173	█
03:00		73	136	209	█
04:00		68	166	234	█
05:00		46	138	184	█
06:00		40	79	119	█
07:00		28	33	61	█
08:00		23	20	43	█
09:00		15	21	36	█
10:00		13	8	21	█
11:00		23	6	29	█
<b>Total</b>		<b>1209</b>	<b>1161</b>	<b>2370</b>	
<b>Percent</b>		<b>51.0%</b>	<b>49.0%</b>		

# Fish Transportation Group

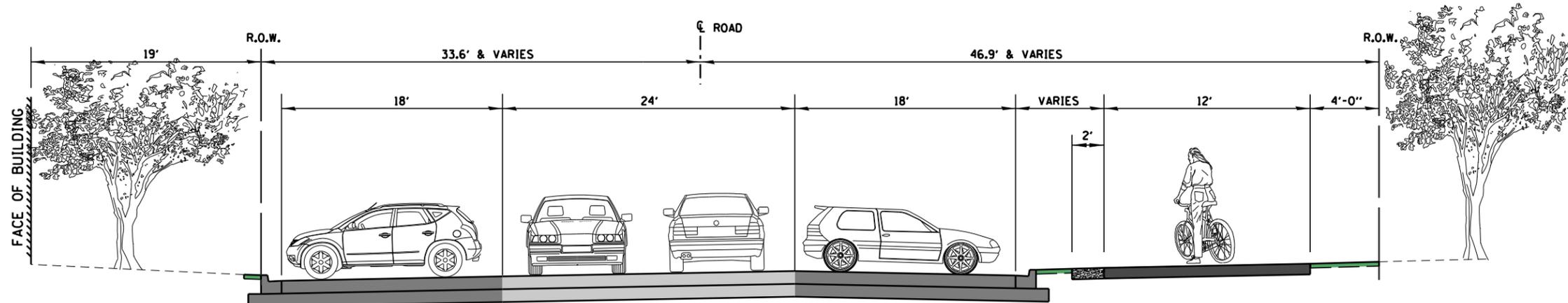
801 South Blvd Suite 5  
Oak Park, IL 60302

Lincolnwood  
Hamlin Avenue  
between  
Morse Avenue & Pratt Avenue

Date Start: 07-Mar-16  
Date End: 08-Mar-16

Start Time	08-Mar-16 Tue	NB	SB	Combined Total	
12:00 AM		5	15	20	█
01:00		3	6	9	█
02:00		2	2	4	█
03:00		3	4	7	█
04:00		17	6	23	█
05:00		44	7	51	█
06:00		110	14	124	█
07:00		188	37	225	█
08:00		209	102	311	█
09:00		86	63	149	█
10:00		56	41	97	█
11:00		91	75	166	█
12:00 PM		88	87	175	█
01:00		73	67	140	█
02:00		125	96	221	█
03:00		118	195	313	█
04:00		82	154	236	█
05:00		52	131	183	█
06:00		31	66	97	█
07:00		23	38	61	█
08:00		17	27	44	█
09:00		18	21	39	█
10:00		8	12	20	█
11:00		26	5	31	█
<b>Total</b>		<b>1475</b>	<b>1271</b>	<b>2746</b>	
<b>Percent</b>		<b>53.7%</b>	<b>46.3%</b>		
<b>Grand Total</b>		<b>2684</b>	<b>2432</b>		
<b>Percentage</b>		<b>52.5%</b>	<b>47.5%</b>		





116 PARKING STALLS  
5 HANDICAP STALLS

PROPOSED TYPICAL SECTION  
LOOKING NORTH

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT:  **Village of Lincolnwood**  
6900 N. Lincoln Ave  
Lincolnwood, IL 60712

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	DSGN.	PMM
					DWN.	PMM
					CHKD.	JMA
					SCALE:	80'
					PLOT DATE:	3/8/2016
					CAD USER:	pmagnell
					MODEL:	Default

TITLE: **UP ROW PARKING LOT  
ALTERNATE 2**

PROJ. NO. 2015 UP PKL  
DATE:  
SHEET OF  
DRAWING NO.

FILE NAME: N:\LINCOLNWOOD\GENERAL\2015\UP ROW Parking Lot\Civil\Concept Layout 2.dgn

# Lincolnwood Parks & Recreation

TO: Timothy C. Wiberg, Village Manager

FROM: Laura McCarty, Director of Parks and Recreation

DATE: March 9, 2016

RE: Proposed Revisions to the Policy for Naming of Park Land, Buildings, Facilities and Park Amenities

## Background

In 2012, a proposal was presented to the Park and Recreation Board to name a park after an individual. This resulted in the formation of a subcommittee of the Park and Recreation Board to discuss, research, and evaluate the current policy governing the naming of parks and park buildings. The subcommittee was made up of Board Member, Barbara Pabst and Reese Gratch along with the former Superintendent of Parks & Facilities, Dan Malartsik.

The original policy governing the naming of park facilities was developed in 1994 and modified in 1999. The 2012 subcommittee recommended, and the Village Board approved, a new policy. This policy governs the naming of parkland, which was defined as tot lots, neighborhood parks, community parks and bikeways, as well as the naming of buildings and facilities. The policy states that park land could not be named after individuals, except in the case of historical figures such as Presidents of the United States.

## Recent Request for Naming of Field

In May of 2015, a proposal was received from Paul Sortal, a Niles West graduate, to name a baseball/softball field after former resident, Alan Chapman. Alan Chapman, now an adult living in Deerfield, was an alumnus of Lincolnwood schools and played Little League in Lincolnwood during the 1960's. As part of the request, Mr. Sortal proposed donating a scoreboard to compliment the field.

In reviewing the notes of the 2012 subcommittee, Park and Recreation Board Chairperson Gratch recalled that naming amenities in parks such as ballfields, slides at the pool, rooms in the Community Center, and playgrounds was an agreeable option to the group. However, it was not specifically addressed in the 2012 policy and the criteria for the naming of park amenities were not defined.

### Park and Recreation Board Action

After a discussion at the August meeting of the Park and Recreation Board, the following actions were taken:

- Motion to approve a Resolution to accept the donation of a scoreboard valued at approximately \$5,000 to be placed at Field #3 in Proesel Park, inscribed in a designated area on the scoreboard with the words: “In Honor of Alan Chapman”.  
Approved: 7-0
  
- Motion to place the image of the Chicago Daily News article of 1965, *Alan Chapman: All American Boy* on a metal sign the size of the park rules sign on the fence at Field #3. Approved: 7-0

The Park and Recreation Board was not comfortable naming a park amenity without a policy in place. However, while they did not approve the naming of the field, they appreciated the donation of the scoreboard and wanted Mr. Chapman to be recognized on the scoreboard for the donation. They also felt it was important to educate the public about Mr. Chapman’s life in Lincolnwood as a young man by putting the sign on the fence.

Since the August Park Board meeting, the offer to donate a scoreboard has been withdrawn by Mr. Sortal at the request of Mr. Chapman. Mr. Sortal’s request was then considered an honorary naming instead of a donation.

With the purpose of establishing criteria for the naming of park amenities, a subcommittee was created at the same meeting. Park and Recreation Board members, Victor Shaw and Sarah Hardin and Park Board Liaison, Trustee Jennifer Spino were its members. They met on Thursday, September 24. In reviewing policies from other parks and recreation agencies they found that very few had specific guidelines for the naming of amenities within parks. It appears that most requests are evaluated on a case-by-case basis.

The subcommittee presented the results of their discussion at the October 13, 2015 meeting of the Park and Recreation Board in the form of a draft policy. Following discussion, the Park and Recreation Board voted 6-0 to recommend the approval of this policy, with some suggested changes. At the November 10, 2015 meeting of the Park and Recreation Board, the Board reviewed the final draft policy and again voted 6-0 to recommend approval. The policy appeared on the November 17 Village Board agenda and following discussion at the regular meeting, the Village Board requested the Park Board to revisit the policy once more and provide additional revisions to the park amenity criteria to ensure youth weren’t being excluded and to better define an extraordinary/lifetime achievement. The subcommittee met on Thursday, March 3 and presented the results of their discussion at the March 9, 2016 meeting of the Park and Recreation Board in the form of a revised policy. At that meeting the Park and Recreation Board voted 5-0 to recommend approval of this policy. On behalf of the subcommittee, staff is presenting this draft policy to the Village Board for review.

Documents Attached:

Approved 2012 Naming Policy

Draft Policy with changes and additions in red

Minutes of the October 13, 2015 Park and Recreation Board Meeting

Minutes of the November 10, 2015 Park and Recreation Board Meeting

Draft Minutes of the March 8, 2016 Park and Recreation Board Meeting

	<p><b>Village of Lincolnwood Policy</b></p> <p><b>Park Land, Building, &amp; Facility Naming</b></p>	<p><b>Effective Date: 1994</b></p> <p><b>Revision Dates: 1999, 2012</b></p>
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**Purpose:**

To establish a systematic and consistent approach for the official naming or renaming of park land, buildings, and facilities. Examples of park land include, but are not limited to: mini-parks, neighborhood parks, community parks and bikeways. .

It is the objective of the Village of Lincolnwood:

1. To ensure that park land, buildings, and facilities are easily identified and located.
2. To ensure that names of park land, buildings and facilities will engender a strong public image and have public support.

**Policy:**

It is the responsibility of the Park Board to recommend to the Village Board names for park land, buildings, and facilities, or when appropriate, to change the existing name of park land, buildings, and facilities of the Village

It is the policy of the Village of Lincolnwood to reserve the right to name or rename park land, buildings, and facilities in a manner that best serves the interest of the community and ensures a worthy and enduring legacy for the Village’s parks and recreation system.

- A. Park land may be named after streets, geographical locations, events, or concepts (e.g. Peace, Unity, Diversity).
- B. Park land may not be named after individuals.
- C. The Park Board may solicit public input on park land, building and facility names through public meetings or other means.
- D. The Park Board may hold public contests for the naming of park land, buildings and facilities. Such contests shall also be subject to the policies outlined above and are advisory, and are not binding.
- E. Renaming of existing park land, buildings and facilities is discouraged, except to rename park land, buildings, and facilities that are named after an individual whose character is or was such that continued use of the individual’s name for park land, buildings and facilities is not in the best interest of the Village.
- F. Park land, buildings and facilities will be named only after discussion by the Park Board and then a waiting period of not less than sixty days. A supermajority vote is required of the Park Board to name park land, buildings and facilities or to change the name of park land, buildings and facilities of the Village.

	<p><b>Village of Lincolnwood Policy</b></p> <p><b>Park Land, Building, Facility and <b>Park Amenity</b> Naming</b></p>	<p><b>Effective Date: 1994</b></p> <p><b>Revision Dates: 1999, 2012, 2015</b></p>
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**RED = Additions to 2012 Policy**

**Purpose:**

To establish a systematic and consistent approach for the official naming or renaming of park land, buildings, facilities and **park amenities**.

It is the objective of the Village of Lincolnwood:

1. To ensure that park land, buildings, park amenities and facilities are easily identified and located.
2. To ensure that names of park land, buildings, facilities and amenities will engender a strong public image and have public support.
3. **To ensure that the names of park land, buildings, park amenities and facilities will stand the test of time and will be in the best interest of the residents of Lincolnwood.**

**Definitions:**

**Park Land:** mini parks, neighborhood parks, community parks and bikeways

**Buildings:** Structures owned and operated by the Village for the purpose of recreation such as the Lincolnwood Community Center

**Facilities:** Recreation areas that encompass outdoor and indoor space that have a unique identify such as Proesel Park Family Aquatic Center

**Park Amenities:** Features within park land, buildings or facilities including, but not limited to, athletic fields, skating facilities, disc golf course, rooms, playgrounds, and water slides.

**Types of Naming Rights:**

1. **Honorary – While only allowed for park amenities and not parks, buildings or facilities, park amenities may be named to honor a resident, person or group who has met the established criteria set forth in this policy. A lease or memorandum of understanding may be put in place to define the terms of the naming.**
2. **Philanthropic/Donation – Naming park land, buildings, facilities or park amenities to honor or recognize a significant financial contribution to the Village. This may come in monetary form or a product or equipment donation. Naming may be done to recognize the donor, a group, or a third party. All philanthropic/donation naming must be done in conjunction with the Village’s Donation Policy. A lease or memorandum of understanding may be put in place to define the terms of the naming.**
3. **Sponsorship – Naming park land, buildings, facilities or park amenities may be considered upon the execution of a mutually-beneficial business arrangement with an external entity. Sponsorships are governed by the Advertising and Sponsorship Policy.**

**Policy:**

It is the responsibility of the Park Board to recommend to the Village Board names for park land, buildings, facilities and **park amenities**, or when appropriate, to change the existing name of park land, buildings, facilities and **park amenities** of the Village. **Naming shall be done only after a discussion has been held on the selection of the name at an open meeting.**

It is the policy of the Village of Lincolnwood to reserve the right to name or rename park land, buildings, facilities **and park amenities** in a manner that best serves the interest of the community and ensures a worthy and enduring legacy for the Village's parks and recreation system. **Naming will be done in a manner that will stand the test of time and will be meaningful for future generations of people residing in Lincolnwood.**

- A. Park land, Buildings, Facilities and **Park Amenities** may be named after streets, neighborhoods, subdivisions, natural assets, topography, purpose of the park land, building, facility or amenity, geographical locations, events, or concepts (e.g. Peace, Unity, Diversity).
- B. Park land, Buildings, and Facilities may not be named after individuals, except in the case of famous historical figures (e.g. former Presidents of the United States)
- C. Park Amenities may be named after individuals. (See Criteria Below)**
- D. The Park Board may solicit public input on the naming of park land, building, facility and park amenities through public meetings or other means.
- E. The Park Board may hold public contests for the naming of park land, buildings, facilities and park amenities. Such contests shall also be subject to the policies outlined above and are advisory, and are not binding.
- F. Renaming of existing park land, buildings, facilities and park amenities is discouraged, except to rename park land, buildings, facilities and park amenities that are named after an individual whose character is or was such that continued use of the individual's name for park land, buildings, facilities and **park amenities** is not in the best interest of the Village.
- G. Park land, buildings facilities and **park amenities** will be named only after discussion by the Park Board and then a waiting period of not less than sixty days. A majority vote is required of the Park Board and the Village Board to name park land, buildings, facilities and park amenities or to change the name of park land, buildings, facilities or park amenities of the Village.
- H. All naming must be consistent with the mission and vision of the Lincolnwood Parks and Recreation Department.**
- I. The Park Board and Village Board reserve the right to reject any and all naming proposals for any reason.**
- J. The naming of park land, buildings, facilities and park amenities shall stand on its own merit and will not be precedent setting.**

## **Naming of Park Amenities after Individuals:**

- A. Park Amenities may be named after individuals, but only if the established criteria have been met.
  - a. The individual must have lived in Lincolnwood for a minimum of 5 years. The years need not be consecutive.
  - b. The individual has contributed substantial services in the expansion and growth of the Village or were closely associated with a significant community event or brought honor to the Village through meritorious achievement at the national or international level.
  - c. If the individual is living, written consent must be given to allow the naming. If the individual is deceased, permission must be granted in writing by the closest relative.
  - d. The individual must be in support of the Parks and Recreation Department's mission and vision.

DRAFT



**Lincolnwood Park and Recreation Board Meeting**  
Lincolnwood Village Hall – Council Chambers  
October 13, 2015

**CALL TO ORDER**

The meeting was called to order at 7:02 P.M.

**PRESENT AT MEETING**

Park Board Members: Laura Tomacic, Grace Diaz Herrera, Amy Kaniff, Reese Gratch, Sarah Hardin, Victor Shaw (arrived at 7:03pm)

Parks and Recreation Department Staff: Jan Hincapie, Chris Stachewicz, Katie Gamroth, Melissa Rimdzius

Audience: Alyssa Martinez, Anastasia Papanastou, Trustee Spino

**APPROVAL OF MINUTES**

On motion Tomacic/Kaniff, to approve the meeting minutes of the August 11, 2015. 5-0, motion passed.

**AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC**

**OLD BUSINESS**

**A. Report of the Park Amenity Naming Subcommittee**

**Hincapie-** Subcommittee was created because it was difficult to make a decision on the field naming based on the current policy about park naming. The 2012 policy said amenities could be name, but gave no criteria. The subcommittee discussed pieces of policies from other agencies to create the new policy. Moving forward there is set criteria for amenity naming. Art Lovering, who is not here this evening, did comment on what defining what an event was

**Hardin-** Goal was to further define parkland and amenities. Subcommittee discussed the types of naming rights and had three categories. Criteria was established for each category, the honorary piece will always some subjectivity

**Hincapie-** Received a phone call about other names that might go into an honorary naming mix, should we open it up to the public for suggestions. There might be many people for viable candidates

**Hardin-** Yes, if we had done this at the last meeting it would have been precedent setting. Policy needed to be discussed and clarified because we might get more candidates

**Hincapie-** The message to be sent was this was an extreme honor this happens seldom, candidates need to have lived here a long time and done something incredible for this to happen

**Gratch** –Any questions

**Tomacic-** First thank subcommittee for their wonderful job, question regarding time limit

**Hincapie** – Honorary has no time limit, but we could come back and have a discussion if person is no longer viable. Leases are more of a sponsorship for a time frame. Philanthropic is a significant contribution to the Village, do we need to define that contribution?

**Hardin-** We did talk about a percentage of what is donated to be the contribution

**Tomacic-** I was approached as a resident and offered double for someone else

**Hincapie-** Mr. Sortals request is honorary. For a philanthropic percentage 80-90% comes to mind

**Hardin-** If it is maintenance involved that might make a difference

**Hincapie-** Let's say the Proesel Park Playground, if someone paid 80% of the overall costs would we name it after them?

**Gratch-** If a percentage is left open maybe smaller projects would be completely covered

**Hardin-** Could be based on scope of the project

**Hincapie-** Provided information on the parks that are currently named after individuals in the community

**Gratch** – Read it do you feel like it will do what we need it to do

**Kaniff-** Looks good

**Gratch-** We can make a motion to approve it tonight

**Hincapie-** I can clean it up and add the amended verbiage

**Shaw-** Does it have to go through legal?

**Hincapie-** We will send it to them to review. Under honorary a lease arrangement can be amended

**Gratch-** Could we put under philanthropic as well?

**Hincapie-** Sponsorship is not dictated, it has its own policy

On motion Tomacic/Diaz Herrera move to accept the revised 2015 Park Land, Building, and Facility naming policy with suggested changes and review of the final document. All approved 6-0

**B. Aquatic Center Master Plan**

**Hincapie-** Need to inventory the health, operation and see what direction the Proesel Park Family Aquatic Center will be going in the upcoming years. Currently in season 12, more than 1/3 of useful life, also looking to make the facility more exciting for members. Three companies bid on creating the Proesel Park Family Aquatic Center master plan and FGM was chosen. This is a \$15,000 contract, which is why it did not come to the board for approval. A combination of public input, a group of users things they like or don't like, staff and board input will be used for the completion of the plan. Once information is gathered FGM will provide us with ideas and costs for the future. Staff met with FGM today and areas were pointed out to expand and updating pump room.

**NEW BUSINESS**

**A. Summer Day Camp Report**

**Rimdzius-** As noted in presentation

**Gratch-** Were the savings on contracted items?

**Rimdzius-** Yes, the busing cost was down we did need as many charter buses this season

**Hincapie-** Non-residents help us maintain the low price for our residents. They already pay more than our residents and depend heavily on the non-resident fees to help the free events we are able to offer our residents.

**Hardin-** If you have additional children you have additional staff?

**Rimdzius-** Camp maintains a lower ratio than what ACA require, with the additional children we will see more staffing.

**Tomacic-** What percentage would be repeat families throughout the year?

**Rimdzius-** We have a lot, but I could not get you an exact number

**Hincapie-** We have many familiar faces, lots of buzz about our camp because of the low staffing ratio

**Rimdzius-** Many families bringing in additional campers, this bussing also will help keep us in line with some of our competitors.

On motion Hardin/Tomacic to accept the proposed recommendations for the day camp program. All approved 6-0

**B. Summer Program Report**

**Gamroth-** As noted in presentation

**C. Resolution for Closing Lincoln Avenue**

**Gamroth-** This is for the closing of Lincoln Avenue during the annual Turkey Trot race on Sunday, November 22

**Hincapie-** Usually reopened before 11am

On motion Tomacic/Hardin move to approve a resolution closing Lincoln Avenue on Sunday, November 22, 2015 between the hours of 8am and 11am for the Lincolnwood Turkey Trot. All approved 6-0

**CHAIRPERSON'S REPORT –**

**COMMISSIONERS' REPORTS –**

Hardin- Cubs WIN

**DIRECTOR'S REPORT –**

**Hincapie-** Best news we have a lease executed for the ComEd. Will be bid in January and the UP in March. Staff did a fine job this summer, weather was tricky June was one of the worst months and Sunday of Labor Day weekend hit our max at the pool. The concert series had one of the highest sponsorship numbers in years. Shelter renovation is under way, public works is helping and has ripped up and replaced the asphalt around the facility along with new sewer pipe. Once the roof is done the facility will have gutters and can now drain properly. Bathrooms will be gutted, painting and upgrading the lighting, doors and doing a uplift on the facility as a whole.

**STAFF REPORTS**

**A. SUPERINTENDENT OF RECREATION – GAMROTH**

As noted in report.

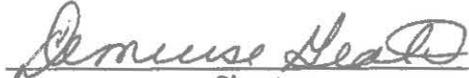
- B. **SUPERINTENDENT OF PARKS AND FACILITIES - STACHEWICZ**  
As noted in report.
- C. **COMMUNITY CENTER PROGRAM SUPERVISOR - RIMDZIUS**  
As noted in report
- D. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**  
As noted in report
- E. **YOUTH PROGRAMS COORDINATOR - FLETCHER**  
As noted in report

**ADJOURNMENT**

Meeting adjourned at 8:09 P.M.

Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

  
\_\_\_\_\_  
Signature

3/1/16  
Date



**Lincolnwood Park and Recreation Board Meeting**  
Lincolnwood Village Hall – Council Chambers  
November 10, 2015

**CALL TO ORDER**

The meeting was called to order at 7:01 P.M.

**PRESENT AT MEETING**

Park Board Members: Laura Tomacic, Grace Diaz Herrera, Amy Kaniff, Reese Gratch, Sarah Hardin, Victor Shaw, Village President Jerry Turry

Parks and Recreation Department Staff: Jan Hincapie, Katie Gamroth

Audience:

**APPROVAL OF MINUTES**

On motion Hardin/Tomacic to approve the meeting minutes of the October 13, 2015. 6-0, motion passed.

**AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC**

**Hincapie-** Mayor Turry and I hosted a mock board meeting for some of the School District 74 EEL children, and have received some wonderful thank you letters. The group was given and used the exercise area. It was really very cute

**OLD BUSINESS**

**A. Update on the Revised Policy for the Naming of Park Land, Buildings, Facilities and Park Amenities**

**Hincapie-** Will appear on the 17<sup>th</sup> Village Board agenda with modifications

**Hincapie-** Presents information that will be seen at the 17<sup>th</sup> meeting

**Hincapie-** Talks about parks that have been named already

**Hincapie-** Lease information has been added into the updated version

On motion Tomacic/Diaz Herrera move to accept the revised 2015 Park Land, Building and Facility and Park Amenity Naming Policy. All approved 6-0

**B. Consideration of a Request to Name Field #3 in Proesel Park After Former-Resident, Alan Chapman**

**Hincapie-** Brought back tonight with a policy in place and need an official motion on the request. The donation of the score board has been removed to make this strictly an honorary naming

**Hincapie-** A community member suggested there might be others in the community worthy of an honorary naming via a phone call after watching the Committee of the Whole

**Board Discussion-** On contribution of Chapman's substantial service or being associated with a significant community event.

**Hincapie-** Motion on the request can be postponed until the board approves the policy that has been approved earlier (from suggestion of Mayor Turry in audience)

**C. Strategic Plan Update**

**Hincapie-** As noted in presentation of the Strategic Plan Update

**NEW BUSINESS**

**A. 2016 Meeting Dates**

**Hincapie-** We had to move dates around to be mindful of the holidays

On motion Hardin/Tomacic to accept the proposed meeting dates for 2016. All approved 6-0

**B. Consideration of a Request from the SEED Foundation to hold a fundraiser at the Community Center on Saturday, April 16, 2016 from 6:00-10:00pm**

**Hincapie-** Had this request a few years in a row, and this is a really cool event. They are requesting to do fundraising and sell alcohol at the Community Center

On motion Kaniff/Shaw move to approve a request from the SEED Foundation to hold a fundraiser at the Community Center on Saturday, April 16, 2016. All approved 6-0

**CHAIRPERSON'S REPORT –**

Gratch- Thank you for your nine years, you have been gracious and accomplished wonderful things for the parks

**COMMISSIONERS' REPORTS –**

**DIRECTOR'S REPORT –**

Hincapie- Reports on pending projects and thanks all board members for the opportunity to serve Lincolnwood. I am looking forward to spending time with my family and enjoying my own recreation. I start a new part time job with my church and am looking forward to the new adventures that will bring. I couldn't do all of this without my staff and thank them for all of their hard work. I am excited for the next chapter.

**STAFF REPORTS**

- A. **SUPERINTENDENT OF RECREATION – GAMROTH**  
Updated trot 1,440
- B. **COMMUNITY CENTER PROGRAM SUPERVISOR - RIMDZIUS**  
As noted in report
- C. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**  
As noted in report
- D. **YOUTH PROGRAMS COORDINATOR - FLETCHER**  
As noted in report

**ADJOURNMENT**

Meeting adjourned at 8:10 P.M.  
Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

  
\_\_\_\_\_  
Signature

3/1/16  
Date



## Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

March 8, 2016

DRAFT MINUTES

### CALL TO ORDER

The meeting was called to order at 7:08 P.M.

### PRESENT AT MEETING

Park Board Members: Laura Tomacic, Art Lovering, Amy Kaniff, Sarah Hardin, Victor Shaw,

Parks and Recreation Department Staff: Laura McCarty, Katie Gamroth, Melissa Rimdzius

Audience:

### APPROVAL OF MINUTES

On motion Hardin/Kaniff to approve the meeting minutes of the February 9, 2016. 5-0, motion passed.

### AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

### OLD BUSINESS

#### A. Presentation of the 2015 Annual Lincolnwood Turkey Trot Report

**Gamroth-** As noted in presentation

**Board Discussion-** Thank you for a great race, would like to have the positive comments from the race passed on to the Village Board

#### B. Report of the Park Naming Subcommittee

**Lovering-** Naming Subcommittee revisited the naming policy once more to provide additional revision to the park amenity criteria.

**Board Discussion-** Defining meritorious achievement and what is considered to be honorable

**Tomacic-** Questions change of age requirement

**Board Discussion** – Creating a minimum requirement to include youth

On motion Hardin/Kaniff to approve the revised 2015 Park Land, Building, and Facility Naming Policy. 5-0, motion passed.

### NEW BUSINESS

#### A. Approval of a Resolution Awarding the Bid for Staff and Participant Apparel

**McCarty-** Staff went through a formal bid process for all program apparel for seasonal staff and participants

**Board Discussion** – Questions reliability of the new company in as low bidder

**Rimdzius-** Arena is out of Cary, being closer and helps with shipping. Did not receive references, but will add in the request for next year. Vendors did receive bid pricing from last year.

**Board Discussion-** Sunburst sports, apparel vendor from last year, quality and services provided

**Rimdzius-** Sunburst positive track record, easy to work with and were able to make adjustments when needed.

On motion Hardin/Shaw to approve a Resolution awarding a bid for the provision of apparel to Arena Sports of Cary, Illinois. 5-0, motion passed.

#### B. Strategic Planning Meeting

**McCarty-** Current strategic plan runs through the end of April. Staff are looking to create a new plan running 2016-2019. I would like to bring the board together to review current plan and then suggest new initiative moving forward. Meeting scheduled for Tuesday, April 12, 5:30pm.

#### C. Biennial Report

**McCarty-** Biennial report is a recap highlighting what has been accomplished over the past two years in Parks and Recreation. The Park Board report will be on May 17, 2016 at the Committee of the Whole meeting.

**CHAIRPERSON'S REPORT –**

**COMMISSIONERS' REPORTS –**

**DIRECTOR'S REPORT –**

**McCarty-** Congratulations to Melissa who has been promoted to Superintendent of Parks and Facilities! The Community Center Program Supervisor title has been changed to Recreation Supervisor, to better reflect what the responsibilities of the position. An update on Lincolnwood Fest, last meeting the board discussed the request to extend Sunday hours. Board approved an extension of Sunday hour to 10:00pm, the Village Board agreed and the 2016 Lincolnwood Fest will extend hours of operation until 10:00pm on Sunday.

**Lovering-** Work on the path looks great, is there an update?

**McCarty-** Staff was waiting for additional approval for more funding, approval has been received and work on the path will continue.

**STAFF REPORTS**

- A. **SUPERINTENDENT OF RECREATION – GAMROTH**  
As noted in report
- B. **SUPERINTENDENT OF PARKS AND FACILITIES - RIMDZIUS**  
As noted in report
- C. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**  
As noted in report
- D. **YOUTH PROGRAMS COORDINATOR - FLETCHER**  
As noted in report

**ADJOURNMENT**

Meeting adjourned at 8:03 P.M.

Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., MARCH 15, 2016**

**AGENDA**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
  - 1. Village Board Minutes – March 1, 2016
- V. Warrant Approval**
- VI. Village President's Report**
- VII. Consent Agenda** (If any one wishes to speak to any matter on the Consent Agenda, a Speaker's Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)
  - 1. Approval of an Ordinance Amending Chapter 10 of the Village Code of Lincolnwood Creating Craft Brewery Liquor Licenses and a Resolution Amending the Annual Fee Resolution Regarding Class F Liquor Licenses (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 2. Approval of a Resolution Approving Agreements for the Village's Employee Deferred Compensation Program (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 3. Approval of a Solicitation Permit for Misericordia to Conduct Candy Days on the Public Highways Located Within the Village Boundaries on April 29 & April 30, 2016 and an Ordinance Authorizing a Waiver of Non-Commercial Solicitation Permit Card Fees (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 4. Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution to Award a Bid for the Provision of Apparel to Arena Sports USA, Inc. of Cary, Illinois (Appears on the Consent Agenda Because it is the Lowest Qualified Bidder)
  - 5. Approval of an Ordinance Declaring a 1998 Vac-Con Sewer Cleaning Vehicle as Surplus (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 6. Approval of a Resolution to Approve the Planting of 143 Trees to be Purchased from the Suburban Tree Consortium for the Spring 2016 Planting in an Amount of \$47,389 (Appears on the Consent Agenda Because it is Through a Joint Purchasing Cooperative)

7. Approval of a Resolution to Authorize the Execution of a Contract with Filotto Roofing of Crest Hill, Illinois for the Replacement of the Proesel Park Shelter Roof in the Amount of \$70,655 (Appears on the Consent Agenda Because it is the Lowest Qualified Bidder)

**VIII. Regular Business**

8. Consideration of a Recommendation by the Plan Commission in Case #PC-02-16 to Approve Rezoning 6653 East Prairie Road to the Business/Residential Transition Area of the B-1 Traditional Business Zoning District and Approve Special Uses and Certain Variations of the Zoning Code Needed in Order to Allow an Addition to the Existing Restaurant (Lou Malnati's) at 6649 North Lincoln Avenue

**IX. Manager's Report**

**X. Board, Commission, and Committee Reports**

**XI. Village Clerk's Report**

**XII. Trustee Reports**

**XIII. Public Forum**

**XIV. Closed Session**

*A Closed Session is Requested to Discuss Employment Matters 2(c)(1)*

**XV. Adjournment**

DATE POSTED: March 11, 2016

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at [Lincolnwood.tv](http://Lincolnwood.tv) at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. on cable television or online at [lwdtv.org](http://lwdtv.org).

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
MARCH 1, 2016**

**DRAFT**

**Call to Order**

President Pro-Tem Elster called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:42 P.M., Tuesday, March 1, 2016, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

**Pledge to the Flag**

The Corporate Authorities and all persons in attendance recited the Pledge of Allegiance to the flag of our country.

**Roll Call**

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Pro-Tem Elster, Trustees Bass, Cope, Klatzco, Patel, Spino, President Turry(via Facetime)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Aaron Cook, Acting Community Development Director; Amanda Pazdan, Management Analyst; Charles Greenstein, Village Treasurer.

**Approval of Minutes**

The minutes of the February 16, 2016 Village Board Meeting were distributed and examined in advance. Trustee Patel moved to approve the minutes as corrected. The motion was seconded by Trustee Cope. The motion passed by voice vote. Trustee Bass abstained.

**Warrant Approval**

Trustee Klatzco moved to approve warrants in the amount of \$427,190.93. The motion was seconded by Trustee Spino.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Klatzco, Spino, Patel, Cope, Bass, President Pro-Tem Elster.

NAYS: None

The motion passed.

**Village President's Report**

**1. Upcoming Meetings**

President Pro-Tem Elster announced upcoming meetings. These meeting dates may be found on the Village Website.

**Consent Agenda**

**President Pro-Tem Elster introduced the Consent Agenda which was presented by PowerPoint as follows:**

- 1. Approval of a Resolution Authorizing the Village Manager to Approve the Securities Account Control Agreement with Republic Bank of Chicago and The Private Bank and Trust Company**
- 2. Approval of an Ordinance Granting the Transfer of a Special Use Permit for the Operation of a Package Goods Liquor Store at 6929 North Lincoln Avenue**
- 3. Approval of an Ordinance for the Union Pacific Railroad Property Bike Path Construction as Required by the Illinois Department of Transportation Pertaining to the Following: A) Appropriating Funds for the Congestion Mitigation Air Quality Grant Local Match; B) Approving a Local Agency Agreement; and C) Approving an Engineering Agreement for Construction**

*Trustee Patel requested that Item 4 be removed and placed as Item 1 under Regular Business.*

- 4. Approval of a Resolution Approving the Extension of the Period for Submission of a Final Development Plan and Final Plat of Subdivision for 4500-4560 Touhy Avenue and 7350-7360 North Lincoln Avenue**

Trustee Bass moved to approve the Consent Agenda as amended. The motion was seconded by Trustee Klatzco.

Upon Roll Call the Results were:

AYES: Trustees Bass, Klatzco, Spino, Patel, Cope, President Pro-Tem Elster

NAYS: None

The motion passed

**Regular Business**

- 1. Approval of a Resolution Approving the Extension of the Period for Submission of a Final Development Plan and Final Plat of Subdivision for 4500-4560 Touhy Avenue and 7350-7360 North Lincoln Avenue**

Attorney Elrod noted the following:

A correction in the Resolution was necessary regarding one of the benchmark dates. The date for final plan submission is September 15, 2016.

Neil Stein of North Capitol addressed the Board agreeing to the necessary correction to the Resolution. Attorney Elrod agreed to this correction.

Trustee Bass moved to approve the Resolution with the date correction, seconded by Trustee Patel.

Upon Roll Call the Results were:

AYES: Trustees Bass, Patel, Cope, Klatzco, Spino, President Pro-Tem Elster

NAYS: None The motion passed

**Manager's Report**

None

**Board and Commissions Report**

None

**Village Clerk's Report**

Early voting is now open at Skokie Village Hall, Skokie Courthouse and Nilis Village Hall.

The Primary election will be on March 15.

**Trustees Reports**

None

**Public Forum**

None

**Adjournment To Closed Session**

At 7:50P.M., Trustee Patel moved to adjourn the Village Board Meeting to Closed Session for purpose of discussion of Employment matters Section 2(c)(1) and Pending Litigation Section 2(c)(11).

The motion was seconded by Trustee Cope.

Upon Roll Call the Results were

AYES: President Pro Tem Elster, Trustees Cope, Spino, Bass, Klatzco, Patel

NAYS: None The motion passed

**Reconvention**

At 8:56 PM President Pro-Tem Elster reconvened the Village Board meeting.

**Adjournment**

At 8:56 PM Trustee Spino moved to adjourn, seconded by Trustee Klatzco

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman  
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: March 11, 2016

The following are the totals for the List of Bills being presented at the March 15th Village Board meeting.

03/15/16	560,360.59
03/15/16	367,998.87
03/15/16	37,296.58
Total	<hr/> \$ 965,656.04

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 03/08/2016 - 4:26PM  
Batch: 00200.03.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10476998-00	2/29/2016	1,853.63	0.00	03/15/2016	
101-420-511-5405 R&M - buildings					Electrical supplies for PD/FD
		<hr/>			
10476998-00 Total:		1,853.63			
10477008-00	2/29/2016	115.46	0.00	03/15/2016	
101-420-511-5405 R&M - buildings					Electrical supplies for PD/FD
		<hr/>			
10477008-00 Total:		115.46			
		<hr/>			
Active Electrical Supply C		1,969.09			
Canon Solutions America, Inc					
CANONSOL					
988628769	2/29/2016	310.87	0.00	03/15/2016	
101-210-511-5440 R&M - office equipment					Maintenance for copier - Feb
		<hr/>			
988628769 Total:		310.87			
988637108	3/2/2016	246.97	0.00	03/15/2016	
101-210-511-5440 R&M - office equipment					Maintenance for copier - March
		<hr/>			
988637108 Total:		246.97			
		<hr/>			
Canon Solutions America,		557.84			

Commonwealth Edison

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
COMED					
2873043051	2/12/2016	231.05	0.00	03/15/2016	6471 N. Lincoln - 1/5-2/12
101-440-513-5785 Utilities - public way					
	2873043051 Total:	231.05			
381169268	2/23/2016	221.21	0.00	03/15/2016	7002 N. Tripp
101-440-513-5785 Utilities - public way					
	381169268 Total:	221.21			
4357072009	2/5/2016	179.70	0.00	03/15/2016	6402 McCormick - 1/5-2/5
101-440-513-5785 Utilities - public way					
	4357072009 Total:	179.70			
4847019018	2/12/2016	203.57	0.00	03/15/2016	6668 N LIncoln - 1/4-2/12
101-440-513-5785 Utilities - public way					
	4847019018 Total:	203.57			
	Commonwealth Edison To	835.53			
CPS Parking of Illinois					
CPSPARK					
CPS030816	3/8/2016	237.50	0.00	03/15/2016	Parking fee/Transponder fee
101-300-512-5820 Local mileage, parking & tolls					
	CPS030816 Total:	237.50			
	CPS Parking of Illinois Tot	237.50			
Crosstown Tree Service, LLC					
CROSSTOW					
12278	2/21/2016	487.50	0.00	03/15/2016	Tree removal per court order
101-440-513-5250 Landscaping services					
	12278 Total:	487.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		487.50			
Crosstown Tree Service, LL					
Douglas Truck Parts					
DOUGTK					
12021	2/19/2016	93.16	0.00	03/15/2016	
101-410-511-5460 R&M - public works equipmen					Air cleaners for Shop compressor
		93.16			
12021 Total:		93.16			
		93.16			
Douglas Truck Parts Total:		93.16			
Duntemann, Mark					
DUNTEMAN					
2016-03	2/14/2016	2,250.00	0.00	03/15/2016	
101-400-511-5039 Other contract labor					Service request, nuisance tree removal permits
		2,250.00			
2016-03 Total:		2,250.00			
		2,250.00			
Duntemann, Mark Total:		2,250.00			
Emcors Services Team Mechanical Inc					
EMCOR					
3050839	2/22/2016	517.00	0.00	03/15/2016	
101-420-511-5405 R&M - buildings					New A/C server room at Village Hall
		517.00			
3050839 Total:		517.00			
		517.00			
Emcors Services Team Mec		517.00			
Eterno Attorney at Law, David					
ETERNO					
11705	3/1/2016	600.00	0.00	03/15/2016	
101-230-511-5399 Other professional services					Adjudication Hearing officer - February

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
11705 Total:		600.00			
Eterno Attorney at Law, D		600.00			
Grainger					
GRAINGER					
9023817787	2/11/2016	487.76	0.00	03/15/2016	
101-440-513-5480 R&M - vehicles					Hydraulic Couplers for salters
9023817787 Total:		487.76			
Grainger Total:		487.76			
ICDHR					
ICDHR					
ECDHR030816	3/8/2016	80.00	0.00	03/15/2016	
101-300-512-5590 Training					Registration for Seminar
ECDHR030816 Total:		80.00			
ICDHR Total:		80.00			
IL Municipal Retirement Fund					
ZZIMRF					
030116	3/1/2016	15,579.87	0.00	03/15/2016	
102-000-210-2023 Employee IMRF withholding					Monthly Employer
030116	3/1/2016	37,009.07	0.00	03/15/2016	
102-000-210-2023 Employee IMRF withholding					Monthly Employee
030116	3/1/2016	125.69	0.00	03/15/2016	
101-100-511-5130 Employer IMRF					Monthly Employee
030116	3/1/2016	3,053.65	0.00	03/15/2016	
101-200-511-5130 Employer IMRF					Monthly Employee
030116	3/1/2016	2,012.21	0.00	03/15/2016	
101-210-511-5130 Employer IMRF					Monthly Employee
030116	3/1/2016	2,617.78	0.00	03/15/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-240-517-5130 Employer IMRF 030116	3/1/2016	4,215.18	0.00	03/15/2016	Monthly Employee
101-300-512-5130 Employer IMRF 030116	3/1/2016	1,562.36	0.00	03/15/2016	Monthly Employee
101-400-511-5130 Employer IMRF 030116	3/1/2016	990.94	0.00	03/15/2016	Monthly Employee
101-410-511-5130 Employer IMRF 030116	3/1/2016	3,413.36	0.00	03/15/2016	Monthly Employee
101-420-511-5130 Employer IMRF 030116	3/1/2016	2,026.47	0.00	03/15/2016	Monthly Employee
205-430-515-5130 Employer IMRF 030116	3/1/2016	2,676.80	0.00	03/15/2016	Monthly Employee
660-620-519-5130 Employer IMRF 030116	3/1/2016	2,305.55	0.00	03/15/2016	Monthly Employee
205-500-515-5130 Employer IMRF					Monthly Employee
030116 Total:		77,588.93			
IL Municipal Retirement F		77,588.93			
Levy, Marilyn LEVYMAR 15-7401	7/1/2016	165.00	0.00	03/15/2016	
101-400-511-5210 Animal control					Animal control services - 50/50 reimbursement
15-7401 Total:		165.00			
Levy, Marilyn Total:		165.00			
Lowe's Business Acc/GECE LOWES 05434	2/17/2016	21.49	0.00	03/15/2016	
101-350-512-5799 Other materials & supplies					Spray paint
05434 Total:		21.49			
07406	2/17/2016	20.44	0.00	03/15/2016	
101-350-512-5799 Other materials & supplies					Liquid nails, lumber

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	07406 Total:	20.44			
07465	2/27/2016	26.84	0.00	03/15/2016	Paint rollers, pan
101-350-512-5799	Other materials & supplies				
	07465 Total:	26.84			
08691	2/18/2016	35.59	0.00	03/15/2016	Hooks, screws, drill bits
101-350-512-5799	Other materials & supplies				
	08691 Total:	35.59			
2155	2/29/2016	190.13	0.00	03/15/2016	Portland concrete blocks for streets
101-440-513-5769	Steet Materials - Other				
	2155 Total:	190.13			
2198	2/29/2016	7.69	0.00	03/15/2016	Covers for PW lights
101-420-511-5405	R&M - buildings				
	2198 Total:	7.69			
2248	2/17/2016	42.72	0.00	03/15/2016	Drill bit for Tractor #7
660-620-519-5480	R&M - vehicles				
	2248 Total:	42.72			
2401	2/19/2016	50.30	0.00	03/15/2016	Paint, roller cover for VH
101-420-511-5405	R&M - buildings				
	2401 Total:	50.30			
2593	2/22/2016	42.66	0.00	03/15/2016	Patching cement for Water Dept
660-620-519-5730	Program supplies				
	2593 Total:	42.66			
2873	2/25/2016	206.00	0.00	03/15/2016	Aluminum pipe wrench, chain quick link
101-440-513-5290	Street lights & traffic signal				
	2873 Total:	206.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
2904	2/25/2016	17.49	0.00	03/15/2016	
205-430-515-6350	Park Construction & Improvem				Primer for Shelter
	2904 Total:	17.49			
	Lowe's Business Acc/GEC	661.35			
Marc Printing					
MARCP					
110076	2/29/2016	268.66	0.00	03/15/2016	
101-100-511-5799	Other materials & supplies				Micro fiber cloth for Mayor's closet
	110076 Total:	268.66			
	Marc Printing Total:	268.66			
McKenna Automotive					
MCKENNA					
20121373	2/17/2016	75.75	0.00	03/15/2016	
660-620-519-5480	R&M - vehicles				Hydraulic hose for Tractor #7
	20121373 Total:	75.75			
	McKenna Automotive Tota	75.75			
Meade Electric Company Inc					
MEADELEC					
672376	2/18/2016	2,261.97	0.00	03/15/2016	
101-440-513-5290	Street lights & traffic signal				Street light repair at Lincoln & Fitch
	672376 Total:	2,261.97			
	Meade Electric Company I	2,261.97			

MGP, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
MGPINC				
2909	2/29/2016	883.09	0.00	03/15/2016
101-250-511-5599 Other contractual				GISC Staffing - February
2909	2/29/2016	883.09	0.00	03/15/2016
101-000-210-2650 Contractor Permits Payable				GISC Staffing - February
2909	2/29/2016	1,766.19	0.00	03/15/2016
660-620-519-5599 Other contractual				GISC Staffing - February
2909	2/29/2016	275.00	0.00	03/15/2016
101-250-511-5599 Other contractual				GISC Staffing - February
	2909 Total:	3,807.37		
	MGP, Inc. Total:	3,807.37		
North Suburban Employee Benefit				
NSEBENEF				
February,2016	3/3/2016	87,404.00	0.00	03/15/2016
102-000-210-2027 Health insurance premium with				Employee Health Insurance PPO - February
	February,2016 Total:	87,404.00		
	North Suburban Employee	87,404.00		
ODB Street Sweeper Products				
ODBSTSWP				
0086227-IN	2/11/2016	4,769.46	0.00	03/15/2016
101-440-513-5480 R&M - vehicles				Rebuild parts for Sweeper 2
	0086227-IN Total:	4,769.46		
0086388-IN	2/17/2016	1,711.50	0.00	03/15/2016
101-440-513-5480 R&M - vehicles				Rebuild parts for Sweeper 2
	0086388-IN Total:	1,711.50		
	ODB Street Sweeper Produ	6,480.96		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
O'Leary's Contractor Equip					
OLEARYS					
160394	2/5/2016	546.49	0.00	03/15/2016	
	660-620-519-5490 R&M - water system equipmen				Repairs to pump
	160394 Total:	546.49			
	O'Leary's Contractor Equip	546.49			
Quinlan Security Systems					
QUINLANS					
18075	3/1/2016	5,842.29	0.00	03/15/2016	
	101-420-511-5405 R&M - buildings				Change order stand alone system & maintenance
	18075 Total:	5,842.29			
	Quinlan Security Systems T	5,842.29			
Raynor Door Co					
RAYNOR					
16-01194	2/18/2016	765.60	0.00	03/15/2016	
	101-420-511-5405 R&M - buildings				Sensor for salt dome door
	16-01194 Total:	765.60			
	Raynor Door Co Total:	765.60			
Rose, Bernard					
ROSEBERN					
008652-000	3/8/2016	4,299.58	0.00	03/15/2016	
	660-000-110-1006 Water Fd Lock Box Bk Financi				Overbilled for Water
	008652-000 Total:	4,299.58			
	Rose, Bernard Total:	4,299.58			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Southwest Oil, Inc.					
SOUTHWE					
29158	2/19/2016	35.00	0.00	03/15/2016	
101-410-511-5480 R&M - vehicles					Used oil filters recovery
	29158 Total:	35.00			
	Southwest Oil, Inc. Total:	35.00			
Standard Equipment Company					
STANDARD					
U56102	3/1/2016	341,377.00	0.00	03/15/2016	
660-620-562-6580 Equipment - vehicles					2016 Vactor 2100 plus
	U56102 Total:	341,377.00			
	Standard Equipment Comp	341,377.00			
Sunshine Arts & Crafts					
SUNSHINE					
22916	2/29/2016	756.00	0.00	03/15/2016	
205-502-515-5270 Purchased program services					Watercolor Art Winter 1
	22916 Total:	756.00			
	Sunshine Arts & Crafts Tot	756.00			
T.P.I. Building Code Consultants, Inc.					
TPI					
201602	2/29/2016	3,528.79	0.00	03/15/2016	
101-240-517-5399 Other professional services					February 2016 Plan Review
201602	2/29/2016	8,914.50	0.00	03/15/2016	
101-240-517-5399 Other professional services					February 2016 In House
	201602 Total:	12,443.29			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		12,443.29			
T.P.I. Building Code Cons					
TransUnion Risk and Alternative					
TRANSUN					
556811022916	3/1/2016	99.50	0.00	03/15/2016	
101-300-512-5399					Other professional services
					Online investigative database system
		99.50			
		99.50			
556811022916 Total:					
TransUnion Risk and Alter					
Tru Link Fence					
TRULNKM					
39510	2/12/2016	210.00	0.00	03/15/2016	
205-430-515-5730					Program supplies
					Tights, chain link fence for Proesel Park
		210.00			
		210.00			
39510 Total:					
Tru Link Fence Total:					
Tyco Integrated Security LLC					
ADTSS					
25815473	2/4/2016	385.25	0.00	03/15/2016	
101-420-511-5405					R&M - buildings
					Repairs to Burglar alarm garage
		385.25			
		385.25			
25815473 Total:					
25926494					
660-610-519-5340	2/6/2016	300.75	0.00	03/15/2016	
					Maintenance Agreement Expen
					Alarm system service annual fee - Pump House
		300.75			
		300.75			
25926494 Total:					
Tyco Integrated Security L					
		686.00			
		686.00			

Tyler Technologies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

TYLERTE				
047021	12/30/2015	1,495.00	0.00	03/15/2016
215-000-512-5590 Training				2016 Aegis Conference
	047021 Total:	1,495.00		
	Tyler Technologies Total:	1,495.00		

United States Postal Service				
USPOSTAL				
PB022316	2/23/2016	6.93	0.00	03/15/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	109.78	0.00	03/15/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	6.31	0.00	03/15/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	0.48	0.00	03/15/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	225.56	0.00	03/15/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	29.04	0.00	03/15/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	85.56	0.00	03/15/2016
205-500-515-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	42.48	0.00	03/15/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	0.48	0.00	03/15/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB022316	2/23/2016	261.83	0.00	03/15/2016
660-610-519-5720 Postage				Pitney Bowes postage
	PB022316 Total:	768.45		
	United States Postal Servic	768.45		

Verizon Wireless  
VERIZON

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
9760614920	2/16/2016	2,599.77	0.00	03/15/2016	
101-210-511-5580 Telephone					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	-31.28	0.00	03/15/2016	
205-508-515-5580 Telephone					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	23.68	0.00	03/15/2016	
205-520-515-5580 Telephone					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	61.52	0.00	03/15/2016	
205-530-515-5580 Telephone					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	0.69	0.00	03/15/2016	
205-560-515-5580 Telephone					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	0.23	0.00	03/15/2016	
205-550-515-5270 Purchased program services					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	127.56	0.00	03/15/2016	
101-000-210-2650 Contractor Permits Payable					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	499.11	0.00	03/15/2016	
660-610-519-5580 Telephone					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	657.77	0.00	03/15/2016	
101-250-511-5580 Telephone					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	15.89	0.00	03/15/2016	
205-430-515-5410 R&M - communications equipm					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	12.72	0.00	03/15/2016	
660-620-519-5410 R&M - communications equipm					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	19.07	0.00	03/15/2016	
101-440-513-5410 R&M - communications equipm					Cell Phones - 1/17 thru 2/16
9760614920	2/16/2016	6.36	0.00	03/15/2016	
101-410-511-5410 R&M - communications equipm					Cell Phones - 1/17 thru 2/16
	9760614920 Total:	3,993.09			
	Verizon Wireless Total:	3,993.09			
Work' N Gear, LLC					
WRKNGEAR					
HA57926	2/22/2016	213.93	0.00	03/15/2016	
101-410-511-5070 Uniform allowance					Clothing allowance
	HA57926 Total:	213.93			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

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Work' N Gear, LLC Total:	<u>213.93</u>
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Report Total:	<u><u>560,360.59</u></u>
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# Accounts Payable

## To Be Paid Proof List

User: jmangan  
Printed: 03/04/2016 - 1:10PM  
Batch: 00201.03.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10476266	2/16/2016	377.61	0.00	03/15/2016	
					205-571-515-5535 Facility rental
					Community Center lights
		<hr/>			
		10476266 Total:			377.61
		<hr/>			
		Active Electrical Supply C			377.61
Advocate Occupational Health					
ADVOCA					
598247	1/25/2016	624.00	0.00	03/15/2016	
					101-200-511-5599 Other contractual
					Drug screening
		<hr/>			
		598247 Total:			624.00
		<hr/>			
		Advocate Occupational He			624.00
Air One Equipment					
AIRONE					
110713	2/19/2016	625.00	0.00	03/15/2016	
					101-350-512-5430 R&M - Fire & EMS equipmen
					Air compressor maintenance
		<hr/>			
		110713 Total:			625.00
		<hr/>			
		Air One Equipment Total:			625.00

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Amazon				
AMAZON				
10980476933	1/21/2016	14.90	0.00	03/15/2016
101-350-512-5560	Printing & copying services			FD Claim forms
	10980476933 Total:	14.90		
113404073249	1/14/2016	39.56	0.00	03/15/2016
205-430-515-5730	Program supplies			Yaktrax for PW
	113404073249 Total:	39.56		
117863381975	1/14/2016	49.80	0.00	03/15/2016
101-400-511-5730	Program supplies			Desk risers
	117863381975 Total:	49.80		
123946050180	1/21/2016	24.99	0.00	03/15/2016
101-420-511-5405	R&M - buildings			Lite filters
	123946050180 Total:	24.99		
129648391203	1/20/2016	93.50	0.00	03/15/2016
101-350-512-5620	Books & publications			Code books
	129648391203 Total:	93.50		
205763825629	1/27/2016	9.99	0.00	03/15/2016
101-210-511-5700	Office supplies			Calendars
	205763825629 Total:	9.99		
275153804302	2/4/2016	6.61	0.00	03/15/2016
101-210-511-5700	Office supplies			Sorter
	275153804302 Total:	6.61		
28924514010	2/2/2016	81.99	0.00	03/15/2016
101-350-512-5770	Training supplies			Battle ropes
	28924514010 Total:	81.99		
32249044380	1/21/2016	69.90	0.00	03/15/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-350-512-5770 Training supplies					Battle ropes
	32249044380 Total:	69.90			
533584619	2/8/2016	229.99	0.00	03/15/2016	
101-210-511-5700 Office supplies					Printer - Finance
	533584619 Total:	229.99			
61972162366	1/7/2016	21.49	0.00	03/15/2016	
101-400-511-5700 Office supplies					Laminating products
	61972162366 Total:	21.49			
80786265819	2/8/2016	11.20	0.00	03/15/2016	
101-200-511-5700 Office supplies					Wireless mouse
	80786265819 Total:	11.20			
92831195311	1/26/2016	399.96	0.00	03/15/2016	
101-350-512-5700 Office supplies					FD Monitors
	92831195311 Total:	399.96			
9430115401	2/4/2016	18.99	0.00	03/15/2016	
101-200-511-5700 Office supplies					Label tape
	9430115401 Total:	18.99			
	Amazon Total:	1,072.87			
American Charge Service AMERCHAR					
98070	2/24/2016	59.00	0.00	03/15/2016	
205-570-515-5280 Subsidized taxi program					Taxi coupons - February
	98070 Total:	59.00			
	American Charge Service T	59.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Artistic Engraving Co.				
ARTISTIC				
10106	2/22/2016	120.00	0.00	03/15/2016
101-300-512-5730	Program supplies			LPD coffee mugs
	10106 Total:	120.00		
	Artistic Engraving Co. Total:	120.00		
Begyle Brewing				
BEGYLE				
#PC-14-15	2/25/2016	4,631.17	0.00	03/15/2016
101-000-210-2620	Contractor bonds payable			Refund - Special use deposit
	#PC-14-15 Total:	4,631.17		
	Begyle Brewing Total:	4,631.17		
Bound Tree Medical, LLC				
BOUND				
82047628	2/4/2016	515.85	0.00	03/15/2016
101-350-512-5660	EMS supplies			Airway bag with cells
	82047628 Total:	515.85		
82065918	2/23/2016	573.31	0.00	03/15/2016
101-350-512-5660	EMS supplies			Airways, stat pack, gloves
	82065918 Total:	573.31		
82068834	2/25/2016	8.36	0.00	03/15/2016
101-350-512-5660	EMS supplies			Gloves
82068834	2/25/2016	-24.18	0.00	03/15/2016
101-350-512-5660	EMS supplies			Credit
	82068834 Total:	-15.82		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Bound Tree Medical, LLC	1,073.34			
CDW Government					
CDWGOV					
CCC4903	2/15/2016	5,581.10	0.00	03/15/2016	
101-250-511-6530	Equipment - data processing				Software licensing for Servers and Client Access for Exchar
CCC4903	2/15/2016	5,581.10	0.00	03/15/2016	
660-610-519-5330	Data processing				Software licensing for Servers and Client Access for Exchar
	CCC4903 Total:	11,162.20			
CDJ8608	2/19/2016	2,760.84	0.00	03/15/2016	
101-250-511-6530	Equipment - data processing				Exchange server licensing
CDJ8608	2/19/2016	2,760.84	0.00	03/15/2016	
660-610-519-5330	Data processing				Exchange server licensing
	CDJ8608 Total:	5,521.68			
CDL0174	2/20/2016	1,064.99	0.00	03/15/2016	
660-610-519-5330	Data processing				VMWare licenses for Village Servers
	CDL0174 Total:	1,064.99			
CDS7117	2/23/2016	3,194.49	0.00	03/15/2016	
101-250-511-6530	Equipment - data processing				VMWare licenses for Village Servers
CDS7117	2/23/2016	2,129.51	0.00	03/15/2016	
660-610-519-5330	Data processing				VMWare licenses for Village Servers
	CDS7117 Total:	5,324.00			
	CDW Government Total:	23,072.87			
Chicago Tribune					
CHGOTRIB					
3988760	2/25/2016	30.95	0.00	03/15/2016	
101-240-517-5510	Advertising				Ad - 7169 Crawford
3988760	2/25/2016	30.94	0.00	03/15/2016	
101-240-517-5510	Advertising				Ad - 4525 North Shore

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	3988760 Total:	61.89			
	Chicago Tribune Total:	61.89			
Cope, Ronald COPE 28816	2/22/2016	225.49	0.00	03/15/2016	
101-000-110-1010 Payroll Chkg Acct-BOL					Replace misplaced payroll check
	28816 Total:	225.49			
	Cope, Ronald Total:	225.49			
Dell Marketing, L.P DELLMARK XJWK8K4C5	2/16/2016	1,803.12	0.00	03/15/2016	
101-250-511-5340 Maintenance Agreement Expen					SAN Warranty renewal
	XJWK8K4C5 Total:	1,803.12			
	Dell Marketing, L.P Total:	1,803.12			
Eagle Engraving EAGLE 2016-529	2/17/2016	11.25	0.00	03/15/2016	
101-350-512-5665 Firefighting supplies					Passport tags
	2016-529 Total:	11.25			
	Eagle Engraving Total:	11.25			
Fedex FEDEX 804144716810	2/10/2016	20.11	0.00	03/15/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-210-511-5720 Postage					Shipping - Holland & Knight
	804144716810 Total:	20.11			
	Fedex Total:	20.11			
FGM Architects					
FGM					
16-2120.01-2	2/23/2016	3,750.00	0.00	03/15/2016	
205-560-515-5270 Purchased program services					Aquatic Center Master plan
	16-2120.01-2 Total:	3,750.00			
	FGM Architects Total:	3,750.00			
GE Capital					
GECAPITA					
64397049	2/24/2016	232.43	0.00	03/15/2016	
660-610-519-5340 Maintenance Agreement Expen					Copier - PW
64397049	2/24/2016	269.95	0.00	03/15/2016	
205-500-515-5440 R&M - office equipment					Copier - P&R
64397049	2/24/2016	232.44	0.00	03/15/2016	
101-000-210-2650 Contractor Permits Payable					Copier - FD
64397049	2/24/2016	697.36	0.00	03/15/2016	
101-210-511-5440 R&M - office equipment					Copier - PD & Finance
	64397049 Total:	1,432.18			
	GE Capital Total:	1,432.18			
Gen Ki Karate					
GENKI					
22516	2/25/2016	952.00	0.00	03/15/2016	
205-502-515-5270 Purchased program services					Karate Winter Session 1
	22516 Total:	952.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Gen Ki Karate Total:		952.00			
General Code, LLC					
GENERAL					
C0020730	3/1/2016	995.00	0.00	03/15/2016	E-code annual fee
101-110-511-5550 Ordinance codification					
C0020730 Total:		995.00			
General Code, LLC Total:		995.00			
Great Lakes Coca Cola Distribution					
GREATLAC					
738203140	2/24/2016	32.40	0.00	03/15/2016	Pop for Village Hall machine
101-210-511-5700 Office supplies					
738203140 Total:		32.40			
Great Lakes Coca Cola Dis		32.40			
Houseal Lavigne Associates					
HOUSEAL					
022916	2/29/2016	12,140.26	0.00	03/15/2016	Comprehensive Plan Consulting-Pymt 5
101-240-517-5399 Other professional services					
022916 Total:		12,140.26			
Houseal Lavigne Associate		12,140.26			
Kane McKenna & Associates					
KANEMKEN					
022916	2/29/2016	181.25	0.00	03/15/2016	Annual SD #74 Payment Calculation
217-000-517-5399 Other professional services					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	022916 Total:	181.25			
	Kane McKenna & Associa	181.25			
Kiesler's Police Supply					
KIESLERS					
077884	1/26/2016	2,778.89	0.00	03/15/2016	
101-300-512-5610					Ammunition & range supplies
	077884 Total:	2,778.89			
0778884A	2/19/2016	1,971.75	0.00	03/15/2016	
101-300-512-5610					Ammunition & range supplies
	0778884A Total:	1,971.75			
	Kiesler's Police Supply Tot	4,750.64			
Lund Industries					
LUNDIND					
84670	2/18/2016	350.00	0.00	03/15/2016	
101-300-512-5480					R&M - vehicles
	84670 Total:	350.00			Remove emergency equipment
	Lund Industries Total:	350.00			
Malnati Organization					
MALNATI					
2144674	2/2/2016	41.24	0.00	03/15/2016	
101-300-512-5730					Program supplies
	2144674 Total:	41.24			Lunch for Mini Academy training
E204390	2/18/2016	366.70	0.00	03/15/2016	
101-100-511-5840					Meals
					Dinner - Village Board Budget Workshop meeting

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
E204390 Total:		366.70			
Malnati Organization Total		407.94			
Marc Printing					
MARCP					
110047	2/19/2016	399.00	0.00	03/15/2016	Mugs for Mayor's give away closet
101-100-511-5799 Other materials & supplies					
110047 Total:		399.00			
110052	2/24/2016	382.15	0.00	03/15/2016	Ice scrapers for Mayor's give-away closet
101-100-511-5799 Other materials & supplies					
110052 Total:		382.15			
Marc Printing Total:		781.15			
Motorola					
MOTOROLA					
92047100	2/22/2016	73.49	0.00	03/15/2016	Mounting kit, cable
101-350-512-5410 R&M - communications equipm					
92047100 Total:		73.49			
Motorola Total:		73.49			
Napravnik, Merritt					
NAPRAV					
150777	9/28/2015	1,000.00	0.00	03/15/2016	Driveway deposit refund
101-000-210-2620 Contractor bonds payable					
150777 Total:		1,000.00			
Napravnik, Merritt Total:		1,000.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Nicor Gas					
NICOR					
31-46-84-00002	2/11/2016	180.12	0.00	03/15/2016	
205-560-515-5780	Utilities - government buildin				Parks & Rec - 01/18-02/08
	31-46-84-00002 Total:	180.12			
	Nicor Gas Total:	180.12			
Nu Toys Leisure Products					
NUTOYS					
43995	2/8/2016	1,140.00	0.00	03/15/2016	
101-420-511-5405	R&M - buildings				Steel bench
43995	2/8/2016	325.00	0.00	03/15/2016	
101-420-511-5405	R&M - buildings				Copper Plate
	43995 Total:	1,465.00			
	Nu Toys Leisure Products T	1,465.00			
Paramedic Services of Illinois					
PARAMEDI					
4716	3/1/2016	227,074.50	0.00	03/15/2016	
101-350-512-5220	Fire protection				Services rendered month ended 3/31/16
	4716 Total:	227,074.50			
	Paramedic Services of Illin	227,074.50			
Patel, Jesal					
PATELJ					
022216	2/22/2016	661.35	0.00	03/15/2016	
101-000-110-1010	Payroll Chkg Acct-BOL				Replace misplaced payroll checks
	022216 Total:	661.35			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Patel, Jesal Total:		661.35			
Pioneer Press					
PIONEERP					
2182016	2/18/2016	32.24	0.00	03/15/2016	Subscription for Parks
205-500-515-5560 Printing & copying services					
2182016 Total:		32.24			
Pioneer Press Total:		32.24			
Sam's Club					
SAMSCCL					
22216	2/22/2016	156.86	0.00	03/15/2016	Club Kid snack
205-520-515-5645 Concessions & food					
22216 Total:		156.86			
Sam's Club Total:		156.86			
Schuham Builder's Supply Inc					
SCHUHAM					
47471	2/25/2016	1,097.87	0.00	03/15/2016	Shelter doors accessories
205-430-515-6350 Park Construction & Improvem					
47471 Total:		1,097.87			
47473	2/25/2016	12.69	0.00	03/15/2016	Shelter door sweep
205-430-515-6350 Park Construction & Improvem					
47473 Total:		12.69			
47475	2/25/2016	138.28	0.00	03/15/2016	Shelter door locks
205-430-515-6350 Park Construction & Improvem					
47475 Total:		138.28			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Schuham Builder's Supply	1,248.84			
State Industrial Products					
STATE					
97672180	2/22/2016	490.06	0.00	03/15/2016	
101-350-512-5799					Flolaundry soap, truck wash
	97672180 Total:	490.06			
97674495	2/23/2016	133.95	0.00	03/15/2016	
101-300-512-5730					Sanitizer for Cells/dispatch
	97674495 Total:	133.95			
	State Industrial Products To	624.01			
Thompson Elevator Inspection Service, Inc.					
THOMPSON					
16-0462	2/16/2016	600.00	0.00	03/15/2016	
101-240-517-5399					6 elevator plan reviews
	16-0462 Total:	600.00			
16-0477	2/16/2016	608.00	0.00	03/15/2016	
101-240-517-5399					16 semi annual elevator inspections
	16-0477 Total:	608.00			
	Thompson Elevator Inspec	1,208.00			
Village of Lincolnwood, Police Pension Fund					
VOLPPF					
3rd Qtr 15-16	2/29/2016	70,768.88	0.00	03/15/2016	
101-300-512-5140					Motor fuel tax/Police Pension fund contribution
	3rd Qtr 15-16 Total:	70,768.88			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Village of Lincolnwood, Po	70,768.88		
Washburn Machinery WASHBURN				
110640	2/17/2016	1,057.40	0.00	03/15/2016
101-350-512-5499 R&M - other				Repairs for dryer
110640 Total:		1,057.40		
Washburn Machinery Total		1,057.40		
Welding Supply Inc. WELDINGS				
895358	2/29/2016	6.15	0.00	03/15/2016
205-571-515-5730 Program supplies				Helium Tank - March
895358	2/29/2016	6.15	0.00	03/15/2016
101-350-512-5730 Program supplies				Argon Tank - March
895358 Total:		12.30		
Welding Supply Inc. Total:		12.30		
Woodward Printing Services WOODWARD				
40465	2/26/2016	1,867.84	0.00	03/15/2016
101-100-511-5565 Village Newsletter				Connections newsletter March/April 2016
40465 Total:		1,867.84		
Woodward Printing Service		1,867.84		
Zoll Data System ZOLLDATA				
9023142	2/14/2016	1,017.50	0.00	03/15/2016
101-350-512-5330 Data processing				Rescue net maintenance for ambulance billing

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

9023142 Total:		1,017.50		
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Zoll Data System Total:		1,017.50		
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Report Total:		367,998.87		
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# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 03/11/2016 - 9:07AM  
Batch: 00202.03.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Account Number	Description
Active Electrical Supply Co. Inc. & Fox Lighting						
ACTIVELE						
10475688-01	2/16/2016	26.34	0.00	03/15/2016	217-000-561-5290 Maintenance of TIF Improvem	Fuse for Street lights
10475688-01 Total:		26.34				
10476265-00	2/16/2016	-66.57	0.00	03/15/2016	101-420-511-5405 R&M - buildings	Credit
10476265-00 Total:		-66.57				
10476267-00	2/16/2016	682.76	0.00	03/15/2016	101-420-511-5405 R&M - buildings	Motion sensors for VH
10476267-00 Total:		682.76				
104767267-01	2/17/2016	432.00	0.00	03/15/2016	101-420-511-5405 R&M - buildings	Ceiling sensor for VH
104767267-01 Total:		432.00				
10476957-00	2/26/2016	511.12	0.00	03/15/2016	101-420-511-5405 R&M - buildings	Electrical supplies for PD/FD
10476957-00 Total:		511.12				
10477185-00	3/2/2016	369.34	0.00	03/15/2016	101-420-511-5405 R&M - buildings	Ratchet cable cutter for PD/FD
10477185-00 Total:		369.34				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Active Electrical Supply C	1,954.99		
Begum, Farzana BEGUMF 16-1402	1/29/2016	197.50	0.00	03/15/2016
101-400-511-5210	Animal control			Animal Control - 50/50 reimbursement
16-1402 Total:		197.50		
Begum, Farzana Total:		197.50		
Best Quality Cleaning, Inc. BESTQU 13578	2/20/2016	2,813.34	0.00	03/15/2016
101-420-511-5240	Janitorial			Cleaning services - February 2016
13578	2/20/2016	416.66	0.00	03/15/2016
205-571-515-5240	Janitorial			Cleaning services - February 2016
13578 Total:		3,230.00		
Best Quality Cleaning, Inc.		3,230.00		
Case Lots, Inc. CASELOTS 11513	2/22/2016	1,957.50	0.00	03/15/2016
101-420-511-5730	Program supplies			Gojo pink soap, pine sol, bleach
11513 Total:		1,957.50		
Case Lots, Inc. Total:		1,957.50		
Cassidy Tire CASSIDYT 5180978	2/12/2016	85.00	0.00	03/15/2016
101-300-512-5480	R&M - vehicles			Wheel alignment - Squad #32

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
5180978 Total:		85.00			
Cassidy Tire Total:		85.00			
College of Dupage COLLEGEO 6750	2/23/2016	95.00	0.00	03/15/2016	Police officer training
101-300-512-5590 Training					
6750 Total:		95.00			
College of Dupage Total:		95.00			
Conrad Polygraph, Inc. CONRAD 1972	3/1/2016	160.00	0.00	03/15/2016	Polygraph services for Communication operator
101-200-511-5599 Other contractual					
1972 Total:		160.00			
Conrad Polygraph, Inc. Tot		160.00			
Cook, Aaron COOKAARO 54273	3/2/2016	565.00	0.00	03/15/2016	APA Membership, AICP Membership
101-220-512-5570 Professional associations					
54273 Total:		565.00			
Cook, Aaron Total:		565.00			
Douglas Truck Parts DOUGTK 12200	2/24/2016	12.50	0.00	03/15/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-410-511-5730					Program supplies
					Black nitrile gloves for PW
		12.50			12200 Total:
12380	2/29/2016	45.00	0.00	03/15/2016	
101-300-512-5480					R&M - vehicles
					Brake clean for PD vehicles
		45.00			12380 Total:
12485	2/29/2016	1,189.79	0.00	03/15/2016	
101-300-512-5480					R&M - vehicles
					Panel, handle, retainer, plate cover
		1,189.79			12485 Total:
		1,247.29			Douglas Truck Parts Total:
E Town Tennis					
ETOWN					
332016	3/3/2016	114.80	0.00	03/15/2016	
205-550-515-5270					Purchased program services
					Winter Session II beginner tennis
		114.80			332016 Total:
		114.80			E Town Tennis Total:
Emcor Services Team Mechanical Inc					
EMCOR					
3050881	2/24/2016	2,485.00	0.00	03/15/2016	
101-420-511-5405					R&M - buildings
					Compressor replacement IT Area Village Hall
		2,485.00			3050881 Total:
		2,485.00			Emcor Services Team Mec
Golf Mill Ford					
GOLFMILL					
392435P	2/17/2016	126.51	0.00	03/15/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-240-517-5480 R&M - vehicles					Gasket & spark plugs for Truck #75
392435P Total:		126.51			
392480P	2/18/2016	70.48	0.00	03/15/2016	
101-240-517-5480 R&M - vehicles					Gasket, seal, thermostat for Truck #75
392480P Total:		70.48			
392794P	2/24/2016	610.36	0.00	03/15/2016	
205-430-515-5480 R&M - vehicles					Air bag for Truck #8
392794P Total:		610.36			
Golf Mill Ford Total:		807.35			
Grainger GRAINGER 9038154754	2/26/2016	161.60	0.00	03/15/2016	
101-420-511-5405 R&M - buildings					Electrical supplies for PD/FD transformer
9038154754 Total:		161.60			
Grainger Total:		161.60			
Hilti, Inc HILTI 4607216879	2/29/2016	644.84	0.00	03/15/2016	
660-620-519-5730 Program supplies					Drill bits for Water Dept
4607216879 Total:		644.84			
Hilti, Inc Total:		644.84			
HMO Healthcare Service Corporation HMO 021516	2/15/2016	11,144.24	0.00	03/15/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
102-000-210-2027	Health insurance premium with				Employee Health Insurance HMO - Mar-16
	021516 Total:	11,144.24			
	HMO Healthcare Service C	11,144.24			
Infinisource					
INFINI					
726459	2/10/2016	64.53	0.00	03/15/2016	
	101-400-511-5440 R&M - office equipment				Monthly maintenance costs for time clock
726459	2/10/2016	35.85	0.00	03/15/2016	
	205-530-515-5730 Program supplies				Monthly maintenance costs for time clock
726459	2/10/2016	57.36	0.00	03/15/2016	
	205-560-515-5405 R&M - Buildings				Monthly maintenance costs for time clock
	726459 Total:	157.74			
	Infinisource Total:	157.74			
Liss, Meghan					
LISSMEG					
ML022916	2/29/2016	200.00	0.00	03/15/2016	
	101-300-512-5730 Program supplies				Tobacco Enforcement program agent
	ML022916 Total:	200.00			
	Liss, Meghan Total:	200.00			
Madison National Life					
MADISON					
1202683	2/18/2016	151.29	0.00	03/15/2016	
	101-200-511-5150 Insurance - group life & AD&D				Life insurance - March, 2016
1202683	2/18/2016	92.39	0.00	03/15/2016	
	101-210-511-5150 Insurance - group life & AD&D				Life insurance - March, 2016
1202683	2/18/2016	20.58	0.00	03/15/2016	
	101-240-517-5150 Insurance - group life & AD&D				Life insurance - March, 2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
1202683	2/18/2016	640.92	0.00	03/15/2016	
101-300-512-5150					Insurance - group life & AD&D
					Life insurance - March, 2016
1202683	2/18/2016	17.02	0.00	03/15/2016	
101-350-512-5150					Insurance - group life & AD&D
					Life insurance - March, 2016
1202683	2/18/2016	64.71	0.00	03/15/2016	
101-400-511-5150					Insurance - group life & AD&D
					Life insurance - March, 2016
1202683	2/18/2016	35.16	0.00	03/15/2016	
101-410-511-5150					Insurance - group life & AD&D
					Life insurance - March, 2016
1202683	2/18/2016	95.74	0.00	03/15/2016	
101-440-513-5150					Insurance - group life & AD&D
					Life insurance - March, 2016
1202683	2/18/2016	57.79	0.00	03/15/2016	
205-430-515-5150					Insurance - group life & AD&D
					Life insurance - March, 2016
1202683	2/18/2016	98.01	0.00	03/15/2016	
205-500-515-5150					Insurance - group life & AD&D
					Life insurance - March, 2016
1202683	2/18/2016	72.56	0.00	03/15/2016	
660-620-519-5150					Insurance - group life & AD&D
					Life insurance - March, 2016
	1202683 Total:	1,346.17			
	Madison National Life Tot	1,346.17			
Malnati Organization					
MALNATI					
2160688	3/1/2016	61.35	0.00	03/15/2016	
101-300-512-5730					Program supplies
					Lunch for Mini Academy training
	2160688 Total:	61.35			
	Malnati Organization Total	61.35			
Martin Implement Sales Inc					
MARTINIM					
P98402	2/25/2016	874.93	0.00	03/15/2016	
101-440-513-5480					R&M - vehicles
					Hook, bearing, washer, bushing, pin
	P98402 Total:	874.93			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		874.93			
Martin Implement Sales In					
Martin, Jack MARTIJAC JM022916	2/29/2016	200.00	0.00	03/15/2016	
101-300-512-5730 Program supplies					Tobacco Enforcement Program agent
		200.00			
JM022916 Total:					
		200.00			
Martin, Jack Total:					
		200.00			
Midwest Meter Inc MIDWESTM 0075040-IN	2/15/2016	2,330.75	0.00	03/15/2016	
660-620-519-5796 Water system repair parts					Compound water meter
		2,330.75			
0075040-IN Total:					
		2,330.75			
Midwest Meter Inc Total:					
		2,330.75			
NAPA NAPA 204709	2/26/2016	16.30	0.00	03/15/2016	
101-300-512-5480 R&M - vehicles					Oil drain plug for Squad #211
		16.30			
204709 Total:					
		16.30			
NAPA Total:					
		16.30			
North Suburban NORTHSUB 473-86218	2/29/2016	54.75	0.00	03/15/2016	
101-240-517-5480 R&M - vehicles					PCV valve, PCV elbow, valve cover

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	473-86218 Total:	54.75			
	North Suburban Total:	54.75			
Northern Illinois Police Alarm System NTILPALS 10862	2/29/2016	65.00	0.00	03/15/2016	
101-300-512-5580 Telephone					Language line usage - Jan 2016
	10862 Total:	65.00			
	Northern Illinois Police Al	65.00			
Rathmell, Hayley RATHMELH HR022916	2/29/2016	200.00	0.00	03/15/2016	
101-300-512-5730 Program supplies					Tobacco Enforcement Program agent
	HR022916 Total:	200.00			
	Rathmell, Hayley Total:	200.00			
Russo Power Equipment RUSSO 2856620	1/11/2016	55.56	0.00	03/15/2016	
101-440-513-5460 R&M - Public Works Equipme					Ignition Forestry Chainsaws
	2856620 Total:	55.56			
2886877	2/2/2016	111.64	0.00	03/15/2016	
101-440-513-5460 R&M - Public Works Equipme					Control unit for chainsaws
	2886877 Total:	111.64			
	Russo Power Equipment T	167.20			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Standard Equipment Company					
STANDARD					
C10417	2/17/2016	3,364.89	0.00	03/15/2016	Idler, spacer, bolt, curtain, lock
101-440-513-5480 R&M - vehicles					
	C10417 Total:	3,364.89			
C10473	2/17/2016	365.72	0.00	03/15/2016	Bearing, angle rubber for Sweeper #1 & #2
101-440-513-5480 R&M - vehicles					
	C10473 Total:	365.72			
C10474	2/17/2016	18.54	0.00	03/15/2016	Groove for Sweeper #1
101-440-513-5480 R&M - vehicles					
	C10474 Total:	18.54			
C10494	2/16/2016	30.36	0.00	03/15/2016	Yoke end for Sweeper 2
101-440-513-5480 R&M - vehicles					
	C10494 Total:	30.36			
C10499	2/17/2016	574.67	0.00	03/15/2016	Separator door, door latch, link for Sweeper #1
101-440-513-5480 R&M - vehicles					
	C10499 Total:	574.67			
C10527	2/19/2016	163.94	0.00	03/15/2016	Spring repair kit, screw for Sweeper 1 & 2
101-440-513-5480 R&M - vehicles					
	C10527 Total:	163.94			
C10570	2/22/2016	644.87	0.00	03/15/2016	Dirt shoe for Sweeper #1
101-440-513-5480 R&M - vehicles					
	C10570 Total:	644.87			
	Standard Equipment Comp	5,162.99			

Suburban Laboratories, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
SUBURB 131798 660-620-519-5320 Consulting	2/23/2016	400.00	0.00	03/15/2016	Coliform testing and disinfectant
131798 Total:		400.00			
Suburban Laboratories, Inc		400.00			
Taser Training Academy TASERTR TASE38470 101-300-512-5590 Training	12/23/2015	390.00	0.00	03/15/2016	Taser instructor training
TASE38470 Total:		390.00			
Taser Training Academy To		390.00			
The Blue Line THEBLUEL 33647 101-200-511-5510 Advertising	2/19/2016	298.00	0.00	03/15/2016	Communications Operator recruitment listing
33647 Total:		298.00			
The Blue Line Total:		298.00			
TKE Corporation TKECORP 3002418644 101-420-511-5405 R&M - buildings	3/1/2016	521.29	0.00	03/15/2016	Full maintenance elevator
3002418644 Total:		521.29			
TKE Corporation Total:		521.29			



# Request For Board Action

**REFERRED TO BOARD:** March 15, 2016

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of an Ordinance Amending Chapter 10 of the Village Code of Lincolnwood Creating Craft Brewery Liquor Licenses and a Resolution Amending the Annual Fee Resolution Regarding Class F Liquor Licenses

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At the December 1, 2015 Village Board meeting the Village Board approved an Ordinance allowing the operation of a brewery and tap for Begyle Brewing, 7005 Central Park Avenue. This use requires the creation of a new liquor license classification for breweries.

The Village Code is being amended to create a Class F license which will allow for a brewery to produce and store beer on the premises as well as sell beer and have a tap room for tastings. This is substantially different than other liquor licenses currently in the Village Code.

Further, a fee is charged for all liquor licenses. Staff recommends a fee of \$2,000 for Class F licenses.

**FINANCIAL IMPACT:**

A fee in the amount of \$2,000 will be received.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Proposed Resolution

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance amending Chapter 10 of the Village Code of Lincolnwood creating a craft brewery liquor licenses and a Resolution amending the annual fee Resolution regarding Class F liquor licenses.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2016-\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 10  
OF THE MUNICIPAL CODE OF LINCOLNWOOD  
REGARDING CRAFT BREWERY LIQUOR LICENSES**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

---

Village Clerk

ORDINANCE NO. 2016-\_\_

**AN ORDINANCE AMENDING CHAPTER 10  
OF THE MUNICIPAL CODE OF LINCOLNWOOD  
REGARDING CRAFT BREWERY LIQUOR LICENSES**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Article 2 of Chapter 10 of the Municipal Code of Lincolnwood, as amended ("***Village Code***"), sets forth rules and regulations for the licensing of, and sale of alcoholic liquor by, alcoholic liquor retailers in the Village; and

WHEREAS, the President and the Board of Trustees desire to amend the Village Code to establish a new liquor license classification and to adopt associated regulations to permit the sale of beer at retail by craft breweries; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. DEFINITIONS. Section 10-2-1 of the Village Code is hereby amended further to add the following new definitions:

"10-2-1: DEFINITIONS.

The following definitions shall apply in the interpretation of this Article 2:

\* \* \*

**BEER**

**A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.**

**CRAFT BREWERY**

**A facility at which beer is manufactured, packaged, stored, distributed, and sold at retail in quantities not exceeding the maximum manufacturing limit for "brew pubs," as defined and set forth in Section 1-3.33 of the Illinois Liquor Control Act of 1934, 235 ILCS 5/1-3.33, as may be amended. A craft brewery may include an accessory tasting room.**

\* \* \*

**GROWLER**

**A refillable and resealable container with a volume capacity not less than 22 ounces and not greater than 64 ounces, that is sold by a licensed craft brewery and used for holding, transporting, and preserving beer manufactured, purchased, and filled at the craft brewery, for consumption off the premises.**

\* \* \*

**TASTING ROOM**

**An area that is located on the same premises as, and accessory to, a craft brewery, in which beer may be sampled and purchased in accordance with the provisions of this Article 2, but in which beer is not manufactured."**

SECTION 3. LIQUOR LICENSE LIMITATIONS. Section 10-2-3 of the Village Code is hereby amended further to read as follows:

"10-2-3: LICENSE LIMITATIONS.

There shall not be more than nine Class A licenses, six Class B licenses, one Class C license, one Class D license, one Class D-1 license, ~~and~~ two Class E licenses, **and one Class F license** issued and outstanding in any one calendar year. Not more than one Class S-E license may be issued at any one time."

SECTION 4. CLASSIFICATION OF LICENSES. Section 10-2-7 of the Village Code is hereby amended further to read as follows:

"10-2-7: CLASSIFICATION OF LICENSES.

There shall be the following classes of licenses, with annual license fees in the amounts set forth in the annual fee resolution.

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

\* \* \*

**(H) Class F license: Class F licenses, which shall authorize the sale of beer by a craft brewery, either for consumption on the premises within a tasting room, or for consumption off the premises. Class F licensees may only sell beer manufactured at the location of the sale. Beer sampling shall be permitted but only in compliance with Section 10-2-35 of this Code. Alcohol sold a retail for consumption off the premises must be delivered in containers that are sealed for transport, which containers shall not be opened or consumed in the tasting room. Class F licensees may not operate a kitchen or food preparation facility anywhere within a licensed craft brewery."**

SECTION 5. CLOSING HOURS. Section 10-2-20 of the Village Code is hereby amended further to read as follows:

"10-2-20: CLOSING HOURS.

- (A) No person licensed hereunder shall sell or permit to be sold, offer for sale or give away any alcoholic liquors except during the hours as set forth below.
- (1) Class A license: between the hours of 9:00 a.m. and 1:00 a.m. the next day; except that the 1:00 a.m. closing hour shall be extended to 2:00 a.m. Sunday; 3:00 a.m. on New Year's Day; and 4: 00 a.m., on the Sunday on which the Orthodox Easter is observed, but only for those licensees that serve food representative of an ethnicity or nationality for which Orthodox Easter is traditionally observed. [Amended 4-17-2014 by Ord. No. 2014-3091]
  - (2) Class B license: between the hours of 9:00 a.m. and 11:00 p.m. and 12:00 midnight on New Year's Eve.
  - (3) Class C license: between the hours of 9:00 a.m. and 1:00 a.m. the next day; except that the closing hour shall be extended to 2:00 a.m. on New Year's Day.
  - (4) Class D license: between the hours of 11:00 a.m. and 12:00 midnight.
  - (5) Class D-1 license: between the hours of 4:00 p.m. and 12:00 midnight.
  - (6) Class E license: The service of alcoholic liquor shall only take place from 10:00 a.m. to 1:00 a.m., except that service may be made up to 2:00 a.m. on Saturday and Sunday mornings and except that the closing hour shall be extended to 3:00 a.m. on New Year's Day.
  - (7) Class S-E license: between the hours of 9:00 a.m. and 11:00 p.m.

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**(8) Class F license: between the hours of 12:00 noon and 10:00 p.m.; except that the 12:00 noon opening hour shall be extended to 11:00 a.m. on Friday and Saturday mornings, and the 10:00 p.m. closing hour shall be extended to 12:00 midnight on Friday and Saturday evenings.**

~~(8)~~**(9)** Sundays. No alcoholic liquor may be sold on Sunday before 12:00 noon.

- (B) Leaving the premises. All patrons, customers and all persons other than the licensee and employees thereof in the actual pursuit of their duties as such, shall leave the premises not later than 15 minutes following the closing hours herein established.
- (C) Exception. In the case of any liquor licensee where the sale of alcoholic liquor is conducted on premises which are utilized primarily for other retail sales activities, such establishments may be kept open for business after the closing hours set forth herein, but no alcoholic liquor may be sold, offered for sale or given away after said closing hours, and no person other than the licensee and employees of the licensee in the actual active pursuit of their employment shall be permitted to remain in or upon that portion of the premises, used during opening hours, for the dispensation of alcoholic liquors."

SECTION 6. REFILLING ORIGINAL PACKAGES; TAPS. Section 10-2-26 of the Village Code is hereby amended further to read as follows:

"10-2-26: REFILLING ORIGINAL PACKAGES; TAPS.

- (A) **Except for growlers used by Class F liquor licensees for the retail sale by a craft brewery of beer for consumption off premises,** ~~No~~ no person licensed under this Article 2 shall fill or refill, in whole or in part, any original package of alcoholic liquor with the same or any other kind or quality of alcoholic liquor or any other potable liquid; and it shall be unlawful for any person to have in his or her possession for sale at retail any bottles, casks or other containers containing alcoholic liquors, except in original packages.
- (B) Each retail licensee selling malt beverages or wine on draft for consumption on the premises shall display a sign on, over or near each tap or faucet showing the trademark, brand or name of the alcoholic liquor. This sign must be visible to patrons for a distance of at least 10 feet unless it is a service bar as defined herein. Pursuant to this Section 10-2-26(B), no licensee shall substitute any other brand of malt beverages or wine in place of the brand designated by such visible sign, and the licensee shall be prepared at all times to serve any malt beverages or wine that are advertised by such sign or signs upon the premises."

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

SECTION 7. POSSESSION OF ALCOHOLIC LIQUOR IN MOTOR VEHICLE.  
Section 10-2-33 of the Village Code is hereby amended further to read as follows:

"10-2-33: POSSESSION OF ALCOHOLIC LIQUOR IN MOTOR VEHICLE.

No person shall transport, carry, possess or have any alcoholic liquor within the passenger area of any motor vehicle, except: (A) in the original package with the seal unbroken; ~~or~~ (B) in accordance with Section 6-33 of the Illinois Liquor Control Act of 1934, 235 ILCS 5/6-33, with respect to unsealed and partially consumed bottles of wine; or (C) in a growler sold, filled, and sealed for transport at a Class F licensed craft brewery."

SECTION 8. PRODUCT SAMPLING. Section 10-2-35 of the Village Code is hereby amended further to read as follows:

"10-2-35: PRODUCT SAMPLING.

- (A) Local liquor licensees may conduct product sampling for consumption at a licensed retail location. Class B licensees shall not conduct product sampling except upon the prior written approval of the Local Liquor Control Commissioner.
- (B) All product sampling conducted pursuant to this Section 10-2-35 must be attended by and supervised by a person 21 years old or older, who must be either a full-time or part-time employee of the local liquor licensee or a representative of an alcoholic beverage distributor.
- (C) Class F licensees may not serve any wine or distilled spirits, nor more than 12 ounces of beer, in any serving of alcoholic beverages provided pursuant to this Section 10-2-35. All other licensees may not serve ~~Not~~ more than one ounce of wine, three ounces of beer, or 1/2 ounce of distilled spirits ~~may be served~~ in any serving of alcoholic beverages provided pursuant to this Section 10-2-35.
- (D) Not more than eight ounces of wine, 12 ounces of beer, and three ounces of distilled spirits may be served pursuant to this Section 10-2-35 to a consumer in one day.
- (E) Class E licensees may conduct not more than 12 on-premises open houses or special events per calendar year at which the licensee may conduct alcoholic liquor product sampling.
- (F) All product sampling conducted pursuant to this Section 10-2-35 shall be performed in accordance with this Article 2, Section 6-31 of the Liquor Control Act, and any additional restrictions imposed by the Local Liquor Control Commissioner."

Additions are bold and double-underlined; deletions are struck through.

SECTION 9. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 10. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Gerald Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the  
\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois  
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**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION AMENDING THE ANNUAL FEE RESOLUTION  
REGARDING CLASS F LIQUOR LICENSES**

WHEREAS, on \_\_\_\_\_, 2016, the Village President and the Board of Trustees adopted Ordinance No. 2016-\_\_\_\_\_ amending Article 2 of Chapter 10 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), to establish a new Class F liquor license classification to permit the sale of beer at retail by craft breweries; and

WHEREAS, the President and Board of Trustees have determined that it is appropriate to amend Exhibit A of Resolution No. R2015-1842 ("*Annual Fee Resolution*") to establish the fee for a Class F liquor license imposed pursuant to the Village Code; and

WHEREAS, the President and Board of Trustees have determined that adoption of this Resolution will serve and be in the best interest of the Village of Lincolnwood;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. AMENDMENT. Exhibit A of the Annual Fee Resolution is hereby amended as follows:

<u>Code Section</u>	<u>Subject</u>	<u>Fee/Fine</u>
<b><u>10-2-7(H)</u></b>	<b><u>Class F</u></b>	<b><u>\$2,000</u></b>

SECTION 3. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_ day of March, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of March, 2016.

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Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

#38888513\_v2

# Request For Board Action

**REFERRED TO BOARD:** March 15, 2016

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Approving Agreements for the Village's Employee Deferred Compensation Program

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Since 1986, ICMA Retirement Corporation (ICMA-RC) has administered the Village's deferred compensation program. The benefit offerings from ICMA-RC include a 457, 401, Roth IRA, and three Retiree Health Savings (RHS) plans. These programs are provided outside of the pension programs available to staff through the Illinois Municipal Retirement Fund (IMRF) and the Police Pension Fund.

ICMA-RC recently introduced a new series of Collective Investment Trust funds, the VantageTrust II ("VT II") Funds, for the Village's deferred compensation plans. The VT II plans will lower the expenses for deferred compensation plan participants. The deferred compensation programs available through ICMA-RC are funded entirely by participants' balances and no funds are expended by the Village in administering these deferred compensation programs. The proposed change to the VT II Funds would only apply to the Village's RHS plans.

Additionally, ICMA-RC has directed plan sponsors to approve the attached amendment and restatement for the Village's 401 plan. The proposed amendment and restatement were drafted to comply with guidance from the Internal Revenue Service ("IRS") regarding the operation of 401 plans going forward. No additional funds will be expended for the 401 plan as a result of the adoption and restatement of the attached agreement.

The attached Resolution authorizes the Village Manager to sign the Participation, Amendment and Restatement Agreements on behalf of the Village. Additionally, the Resolution authorizes the Village Manager to approve similar agreements with ICMA-RC related to the deferred compensation program at the Village Manager's discretion in the future without explicit Village Board approval.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Participation Agreement for RHS Plans 800879, 800878, and 800180
3. Participation Agreement for RHS Plan 801359
4. Amendment and Restatement for 401 Plan 107271

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving Agreements for the Village's employee deferred compensation program.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION APPROVING AGREEMENTS FOR THE  
VILLAGE'S EMPLOYEE DEFERRED COMPENSATION PROGRAM**

WHEREAS, since 1986, the Village's employee deferred compensation program has been administered by the ICMA Retirement Corporation ("*ICMA-RC*"); and

WHEREAS, ICMA-RC has identified a new series of funds for investment for employee deferred compensation program funds, operated by the VantageTrust Company ("*VantageTrust*") and known as the "*VantageTrust II Funds*"; and

WHEREAS, in order to permit Village employees to invest deferred compensation program funds in the VantageTrust II Funds, ICMA-RC has recommended that the Village enter into a participation agreement with VantageTrust ("*Participation Agreement*"); and

WHEREAS, ICMA-RC has also requested that the Village execute an amended and restated Governmental Money Purchase Plan & Trust Adoption Agreement for the Village's Section 401 plan, to reflect guidance recently obtained from the Internal Revenue Service for operation of Section 401 plans ("*Adoption Agreement*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Participation Agreement with VantageTrust and the Adoption Agreement with ICMA-RC will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF AGREEMENTS. The Participation Agreement by and between the Village and VantageTrust, and the Adoption Agreement by and between the Village and ICMA-RC, are hereby approved in substantially the forms attached to this Resolution as **Exhibits A** and **B**, respectively.

SECTION 3. EXECUTION OF AGREEMENTS. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Participation Agreement, the Adoption Agreement, and all necessary documentation related thereto.

SECTION 4. AUTHORIZATION OF FUTURE AGREEMENTS. The Village President and Board of Trustees hereby authorize the Village Manager to execute, on behalf of the Village, future agreements with ICMA-RC, or in connection with the administration by ICMA-RC of the Village's employee deferred compensation program, as the Village Manager may determine, in his or her discretion, to be in the best interests of both the Village and the

proper administration and operation of the employee deferred compensation program. This Section 4 is not to be deemed or interpreted as obligating the Village Manager to execute any agreement other than the Participation Agreement and the Adoption Agreement.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**  
**PARTICIPATION AGREEMENT**



January 2016

**Re: Changes Coming to Your VantageCare Retirement Health Savings Plan - *Action Required***

Dear RHS Plan Sponsor:

ICMA-RC is excited to introduce a new series of Collective Investment Trust ("CIT") funds, the VantageTrust II Funds ("VT II Funds"), for your VantageCare Retirement Health Savings ("RHS") plan. The VT II Funds, available exclusively through the new VantageTrust II ("VT II"), will offer significant savings to your RHS plan and participants. The Vantagepoint Funds and Dreyfus Cash Management Fund are currently available as direct investments in your RHS plan. The VT II Funds will invest in the Vantagepoint Funds and a third-party cash management fund (currently the Dreyfus Cash Management Fund).

**In order for you to access the VT II Funds, you must first adopt VT II, using the enclosed *VantageTrust II Participation Agreement*.** Investment through VT II offers the following benefits to your RHS plan and participants:

- **Access to lower-cost investment options.** We estimate that the CIT structure of the VT II Funds will result in an 8 basis points savings on assets currently invested in the Vantagepoint Funds and the Dreyfus Cash Management Fund. For example, a plan with \$1 million currently invested among the Vantagepoint Funds and Dreyfus Cash Management Fund would experience savings of approximately \$800 each year by switching to VT II.
- **Alignment of RHS plan and 401/457 plan fee structures.** The RHS plan administration fee, currently deducted directly from participant accounts and reflected separately on participant statements, will instead be included in the daily unit value of each VT II Fund. This is the same method applied to the VantageTrust Funds available to 401 and 457 plans, simplifying your participants' statements.
- **Governance focused on the public sector.** The VantageTrust Company ("VTC") serves as trustee to the new VantageTrust II. VTC also serves as trustee to the VantageTrust, through which the VantageTrust Funds are made available to 401 and 457 plans. Adopting VT II and investing in the VT II Funds will provide the benefit of common governance focused on the interests of public sector plans and their participants.

As plan sponsor, you must adopt VantageTrust II, using the enclosed Participation Agreement, in order to take advantage of the VT II Funds. The *Investments Mapping Chart* (also enclosed) shows how funds currently available to your RHS participants will map to the VT II Funds.

VT II Funds maintain the same investment objectives and strategies as the corresponding Vantagepoint Funds and Dreyfus Cash Management Fund currently available to your RHS plan participants. Participant assets will continue to be invested in funds with daily unit values, and transaction instructions will continue to be executed at the end of each business day. In addition, you and your participants will have access to detailed information regarding the VT II Funds through disclosure documents, which are enclosed.

*(continued on back)*

Your adoption of VT II will serve as instructions to ICMA-RC to transfer the Vantagepoint Funds and Dreyfus Cash Management Fund to the corresponding VT II Funds. ICMA-RC will manage the transition to VT II, and keep you and your participants informed of the timing and benefits of the transition.

### **VantageTrust II Disclosure, Adoption, and Investment Materials**

Please review the enclosed information:

- ***VantageTrust II Participation Agreement:*** RHS plan sponsors need to execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.
- ***VantageTrust II Declaration of Trust:*** The governing document for the operation of VT II. Please review and retain a copy for your records.
- ***VantageCare Retirement Health Savings Plan – VantageTrust II Investment Options:*** Key information regarding each VT II Fund available to your RHS plan, including fund objective, strategies, asset allocation ranges, risks, and expenses.
- ***Investments Mapping Chart:*** Displays the mapping of the transfer of RHS plan assets from the Vantagepoint Funds and the Dreyfus Cash Management Fund to VT II Funds.
- ***VantageTrust II Disclosure Memorandum:*** Additional information regarding VT II and the operation of the funds it makes available to investors.

### **Action Needed to Invest in the VT II Funds**

Sign the enclosed *VantageTrust II Participation Agreement* and return it to us by:

- mail, using the enclosed envelope addressed to ICMA-RC, ATTN: Workflow Management Team, P.O. Box 96220, Washington, D.C. 20090-6220;
- email to [planadoptionsservices@icmarc.org](mailto:planadoptionsservices@icmarc.org); or
- fax to 202-682-6439, ATTN: Workflow Management Team.

Please remember to keep a copy for your records.

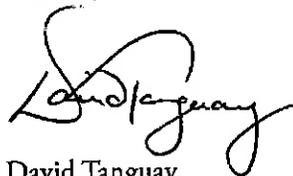
Upon receipt of your signed Participation Agreement:

1. Asset balances of, and current allocations to, the Vantagepoint Funds and the Dreyfus Cash Management Fund will be directed to the corresponding VT II Funds as illustrated in the enclosed *Investments Mapping Chart*. The date of the transfer will depend on when we receive your signed Participation Agreement. At this time, we estimate that initial transfers to VT II Funds will begin in April 2016.
2. Prior to the transfer of your RHS plan assets to VT II, we will provide notification to your RHS plan participants.

If you have any questions about adopting VT II, please contact your ICMA-RC Plan Sponsor Services team at 800-326-7272.

Thank you for your consideration.

Sincerely,



David Tanguay  
Senior Vice President, Client Services

Enclosures

## VantageTrust II Multiple Collective Investment Funds Trust

# Participation Agreement

This Participation Agreement by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and effective as of the date specified at the end of this Agreement (the "Retirement Trust").

### RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

### DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

### AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed ICMA Retirement Corporation ("Investment Adviser"), an investment adviser registered under the Investment Advisers Act of 1940, as an investment adviser, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of Investment Adviser.
3. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.
4. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.
5. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (15) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust

Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.

#### **WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST**

1. Employer and Retirement Trust represent and warrant as follows:

- A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
  - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
  - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
  - iii. Section 401(a)(24) governmental plans; or
  - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
  - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
  - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
- B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to, and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100;
- C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
- D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made.

2. Employer hereby represents and acknowledges the following:

- A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.

- B. It has received and reviewed the Declaration of Trust, any addenda thereto, the VantageTrust II Funds Disclosure Memorandum, and any additional materials and information it has requested describing the Trust, and its business and operation, and that in making a prudent investment decision with respect to the contribution of assets to the Trust in exchange for Units, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
  - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
  - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
  - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
  - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

#### **FEES AND EXPENSES**

- 1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

#### **MISCELLANEOUS**

- 1. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
- 2. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
- 3. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
- 4. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this

Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

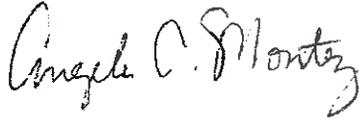
5. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
6. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

**VantageTrust II Multiple Collective Investment Funds Trust**

By: VantageTrust Company, LLC, as Trustee,

By:   
Angela Montez  
Secretary

**Plan/Retirement Trust:**

VILLAGE OF LINCOLNWOOD 800879  
Plan/Retirement Trust Name ICMA-RC Plan Number

VILLAGE OF LINCOLNWOOD 800878  
Plan/Retirement Trust Name ICMA-RC Plan Number

VILLAGE OF LINCOLNWOOD 800180  
Plan/Retirement Trust Name ICMA-RC Plan Number

By: VILLAGE OF LINCOLNWOOD C1868  
Name of Employer or Fiduciary Customer Number

By: \_\_\_\_\_  
Authorized Officer Signature Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



January 2016

**Re: Changes Coming to Your VantageCare Retirement Health Savings Plan - *Action Required***

Dear RHS Plan Sponsor:

ICMA-RC is excited to introduce a new series of Collective Investment Trust ("CIT") funds, the VantageTrust II Funds ("VT II Funds"), for your VantageCare Retirement Health Savings ("RHS") plan. The VT II Funds, available exclusively through the new VantageTrust II ("VT II"), will offer significant savings to your RHS plan and participants. The Vantagepoint Funds and Dreyfus Cash Management Fund are currently available as direct investments in your RHS plan. The VT II Funds will invest in the Vantagepoint Funds and a third-party cash management fund (currently the Dreyfus Cash Management Fund).

**In order for you to access the VT II Funds, you must first adopt VT II, using the enclosed *VantageTrust II Participation Agreement*.** Investment through VT II offers the following benefits to your RHS plan and participants:

- **Access to lower-cost investment options.** We estimate that the CIT structure of the VT II Funds will result in an 8 basis points savings on assets currently invested in the Vantagepoint Funds and the Dreyfus Cash Management Fund. For example, a plan with \$1 million currently invested among the Vantagepoint Funds and Dreyfus Cash Management Fund would experience savings of approximately \$800 each year by switching to VT II.
- **Alignment of RHS plan and 401/457 plan fee structures.** The RHS plan administration fee, currently deducted directly from participant accounts and reflected separately on participant statements, will instead be included in the daily unit value of each VT II Fund. This is the same method applied to the VantageTrust Funds available to 401 and 457 plans, simplifying your participants' statements.
- **Governance focused on the public sector.** The VantageTrust Company ("VTC") serves as trustee to the new VantageTrust II. VTC also serves as trustee to the VantageTrust, through which the VantageTrust Funds are made available to 401 and 457 plans. Adopting VT II and investing in the VT II Funds will provide the benefit of common governance focused on the interests of public sector plans and their participants.

As plan sponsor, you must adopt VantageTrust II, using the enclosed Participation Agreement, in order to take advantage of the VT II Funds. The *Investments Mapping Chart* (also enclosed) shows how funds currently available to your RHS participants will map to the VT II Funds.

VT II Funds maintain the same investment objectives and strategies as the corresponding Vantagepoint Funds and Dreyfus Cash Management Fund currently available to your RHS plan participants. Participant assets will continue to be invested in funds with daily unit values, and transaction instructions will continue to be executed at the end of each business day. In addition, you and your participants will have access to detailed information regarding the VT II Funds through disclosure documents, which are enclosed.

*(continued on back)*

Your adoption of VT II will serve as instructions to ICMA-RC to transfer the Vantagepoint Funds and Dreyfus Cash Management Fund to the corresponding VT II Funds. ICMA-RC will manage the transition to VT II, and keep you and your participants informed of the timing and benefits of the transition.

### **VantageTrust II Disclosure, Adoption, and Investment Materials**

Please review the enclosed information:

- ***VantageTrust II Participation Agreement:*** RHS plan sponsors need to execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.
- ***VantageTrust II Declaration of Trust:*** The governing document for the operation of VT II. Please review and retain a copy for your records.
- ***VantageCare Retirement Health Savings Plan – VantageTrust II Investment Options:*** Key information regarding each VT II Fund available to your RHS plan, including fund objective, strategies, asset allocation ranges, risks, and expenses.
- ***Investments Mapping Chart:*** Displays the mapping of the transfer of RHS plan assets from the Vantagepoint Funds and the Dreyfus Cash Management Fund to VT II Funds.
- ***VantageTrust II Disclosure Memorandum:*** Additional information regarding VT II and the operation of the funds it makes available to investors.

### **Action Needed to Invest in the VT II Funds**

Sign the enclosed *VantageTrust II Participation Agreement* and return it to us by:

- mail, using the enclosed envelope addressed to ICMA-RC, ATTN: Workflow Management Team, P.O. Box 96220, Washington, D.C. 20090-6220;
- email to [planadoptionsservices@icmarc.org](mailto:planadoptionsservices@icmarc.org); or
- fax to 202-682-6439, ATTN: Workflow Management Team.

Please remember to keep a copy for your records.

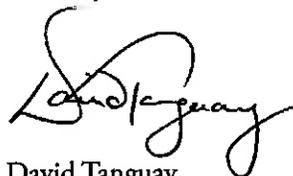
Upon receipt of your signed Participation Agreement:

1. Asset balances of, and current allocations to, the Vantagepoint Funds and the Dreyfus Cash Management Fund will be directed to the corresponding VT II Funds as illustrated in the enclosed *Investments Mapping Chart*. The date of the transfer will depend on when we receive your signed Participation Agreement. At this time, we estimate that initial transfers to VT II Funds will begin in April 2016.
2. Prior to the transfer of your RHS plan assets to VT II, we will provide notification to your RHS plan participants.

If you have any questions about adopting VT II, please contact your ICMA-RC Plan Sponsor Services team at 800-326-7272.

Thank you for your consideration.

Sincerely,



David Tanguay  
Senior Vice President, Client Services

Enclosures

## VantageTrust II Multiple Collective Investment Funds Trust

# Participation Agreement

This Participation Agreement by and between VantageTrust Company, LLC (“Trust Company”), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the “Trust”), and the employer executing this Participation Agreement (“Employer”) on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and effective as of the date specified at the end of this Agreement (the “Retirement Trust”).

### RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a “Fund”) under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the “Declaration of Trust”), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as “Eligible Trust” in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

### DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

### AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed ICMA Retirement Corporation (“Investment Adviser”), an investment adviser registered under the Investment Advisers Act of 1940, as an investment adviser, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of Investment Adviser.
3. **Adoption of Trust.** The Retirement Trust’s participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust’s participation in each Fund will also be subject to the terms of the Declaration of Trust.
4. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.
5. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (15) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust

Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.

#### **WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST**

1. Employer and Retirement Trust represent and warrant as follows:

- A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
  - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
  - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
  - iii. Section 401(a)(24) governmental plans; or
  - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
  - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
  - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
- B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to, and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100;
- C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
- D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made.

2. Employer hereby represents and acknowledges the following:

- A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.

- B. It has received and reviewed the Declaration of Trust, any addenda thereto, the VantageTrust II Funds Disclosure Memorandum, and any additional materials and information it has requested describing the Trust, and its business and operation, and that in making a prudent investment decision with respect to the contribution of assets to the Trust in exchange for Units, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
  - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
  - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
  - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
  - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

#### **FEES AND EXPENSES**

- 1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

#### **MISCELLANEOUS**

- 1. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
- 2. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
- 3. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
- 4. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement (“ASA”) between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this

Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

5. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
6. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.

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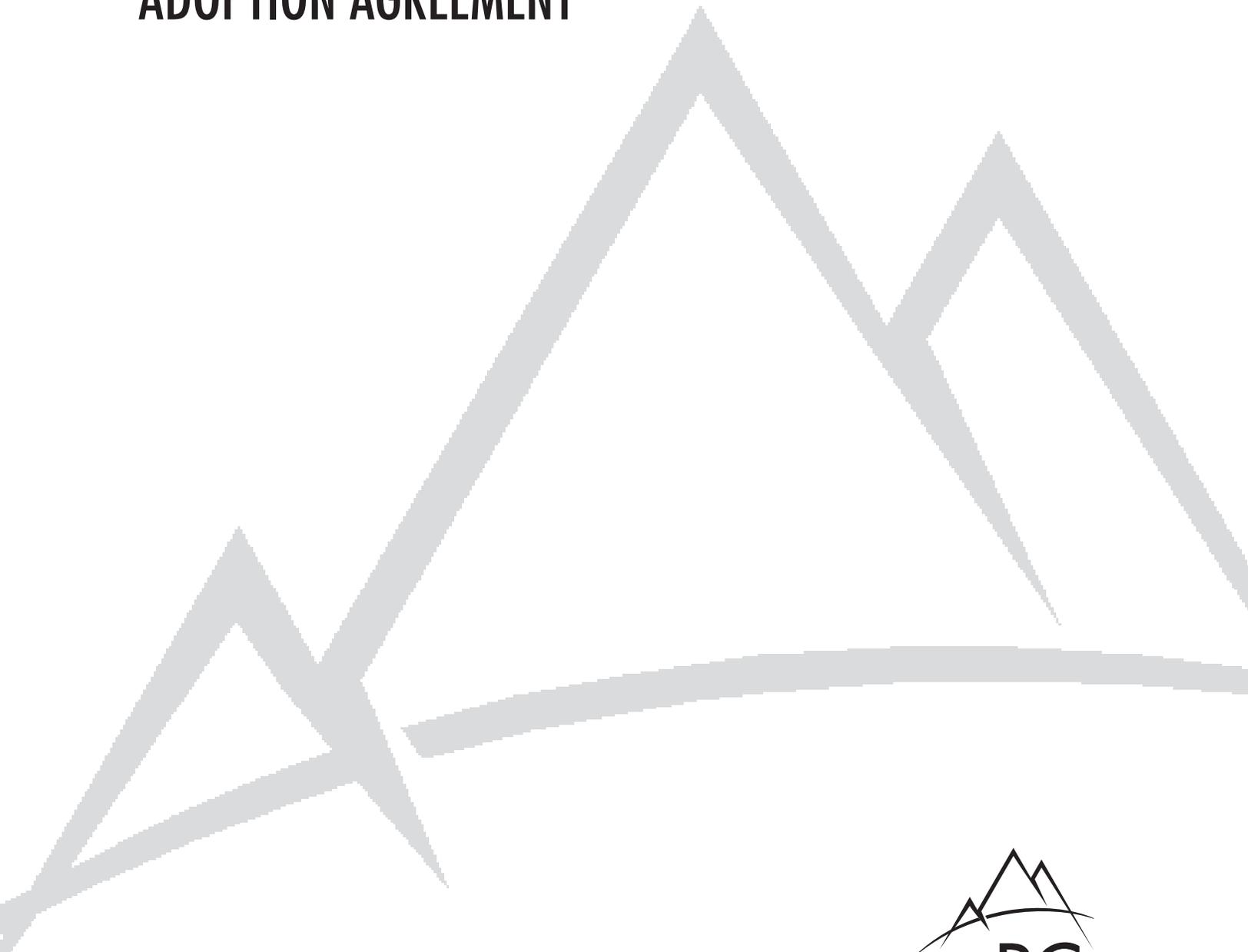


**EXHIBIT B**

**ADOPTION AGREEMENT**

ICMA RETIREMENT CORPORATION

# GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT**

Plan Number \_\_\_\_\_

The Employer hereby establishes a Money Purchase Plan and Trust to be known as \_\_\_\_\_  
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes                       No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

\_\_\_\_\_

**I. Employer:** \_\_\_\_\_

**II. Effective Dates**

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: \_\_\_\_\_

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

\_\_\_\_\_

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year** will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on \_\_\_\_\_ and each anniversary thereof.

**IV. Normal Retirement Age shall be age \_\_\_\_\_ (not to exceed age 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) \_\_\_\_\_

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment)\_\_\_\_\_.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is \_\_\_\_\_ (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required     are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes                       No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes                       No

Contribution Schedule.

- (i) \_\_\_\_\_% of Earnings,  
(ii) \$ \_\_\_\_\_, or  
(iii) a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pick up is required if Option A is not selected).

Yes                       No (***"Yes" is the default provision under the Plan if no selection is made.***)

- C. Election Window (Complete if Option B is selected):  
Newly eligible Employees shall be provided an election window of \_\_\_\_\_ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_);

---

<sup>1</sup> Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS \_\_\_\_\_% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_% of Earnings, whichever is \_\_\_\_\_ more or \_\_\_\_\_ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes       No (***“No” is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

\_\_\_\_\_

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

\_\_\_\_\_

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes       No (***“Yes” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

\_\_\_\_\_

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes       No (***“No” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

\_\_\_\_\_

**VII. EARNINGS**

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime  
 Yes                       No
- 2. Bonuses  
 Yes                       No
- 3. Other Pay (specifically describe any other types of pay to be included below)

**VIII. ROLLOVER PROVISIONS**

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:  
 Yes                       No (*“Yes” is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.  
 Effective Date is \_\_\_\_\_.  
*(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)*

**IX. LIMITATION ON ALLOCATIONS**

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.  
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. \_\_\_\_\_  
*(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)*

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

<b>Period of Service Completed</b>	<b>Percent Vested</b>
Zero	_____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age  
 Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)  
 Alternate age (after Normal Retirement Age): \_\_\_\_\_  
 Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes                       No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes                       No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes                       No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes                       No (***“No” is the default provision under the Plan if no selection is made.***)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (***"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.***)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

## XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Final Pay shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):  
\_\_\_\_\_

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_ % (insert fixed percentage of final pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XIV. ACCRUED LEAVE CONTRIBUTIONS**

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Accrued Leave shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):  
\_\_\_\_\_

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

**XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER

ICMA RETIREMENT CORPORATION  
777 North Capitol St., NE Suite 600  
Washington, DC 20002  
800-326-7272

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



ICMA RETIREMENT CORPORATION  
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240  
800-669-7400  
WWW.ICMARC.ORG  
BRC000-214-21268-201405-W1303

# Request For Board Action

**REFERRED TO BOARD:** March 15, 2016

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Solicitation Permit for Misericordia to Conduct Candy Days on the Public Highways Located Within the Village Boundaries on April 29 & April 30, 2016 and an Ordinance Authorizing a Waiver of Non-Commercial Solicitation Permit Card Fees

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village Clerk has received a solicitation permit application for Misericordia's Candy Days. This request is for Misericordia to solicit on the public highways located within the boundaries of the Village. Pursuant to the Solicitors Ordinance, the Village Board must approve all solicitation requests for public highways.

Misericordia is a non-profit organization that has held this Candy Days fundraiser in the Village successfully for many years. The Village Clerk and the Police Department have reviewed the application and found no information that would prohibit the issuance of a permit.

Section 9-12-7(B) of the Village Code, Non-Commercial Solicitation, does not require a permit fee. However, per the fee schedule a \$5.00 fee is charged for each original permit card carried by the specific solicitor. This card identifies the individual as being authorized to solicit on behalf of the particular organization.

Since 2001 the Village Board has waived this for the Misericordia Candy Days Volunteers. This year the Village Board is again being asked to waive the \$5.00 permit card fee for the Candy Days to occur on April 29 & April 30, 2016.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Letter requesting a solicitation permit from Misericordia

**RECOMMENDED MOTION:**

**Move to approve** a solicitation permit application for Misericordia to conduct Candy Days on the public highways located within the Village boundaries on April 29 & April 30, 2016.

**Move to approve** an Ordinance authorizing a waiver of the non-commercial solicitation permit card fee.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2016-\_\_\_\_**

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 9-12-7(B)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD  
FOR MISERICORDIA'S CANDY DAYS**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**ORDINANCE NO. 2016-\_\_**

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 9-12-7(B)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD  
FOR MISERICORDIA'S CANDY DAYS**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Misericordia Home ("*Misericordia*") is a not-for-profit organization organized under the laws of the State of Illinois; and

WHEREAS, Misericordia desires to conduct its annual Candy Days fundraiser on public highways within the Village on April 29 and 30, 2016 ("*Candy Days*"); and

WHEREAS, Candy Days constitutes "noncommercial solicitation," as that term is defined in Section 9-1-2 of the Municipal Code of Lincolnwood ("*Village Code*"); and

WHEREAS, pursuant to Section 9-12-7(B) of the Village Code, there is no fee for the first permit card for noncommercial solicitation, and a \$5.00 fee for additional permit cards for noncommercial solicitation; and

WHEREAS, Misericordia has filed a request with the Village Board, seeking a waiver of enforcement of Section 9-12-7(B) of the Village Code to waive the fee for additional permit cards for Candy Days ("*Requested Waiver*"); and

WHEREAS, the President and Board of Trustees have considered the request of the Foundation and have determined that it will grant the Requested Waiver, but only in accordance with the provisions of this Ordinance, and specifically subject to the condition set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. WAIVER. In accordance with the home rule powers of the Village, and subject to, and contingent upon, the condition set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby waive the enforcement of Section 9-12-7(B) of the Village Code to waive the fee for all additional permit cards for Candy Days.

SECTION 3. CONDITION. Notwithstanding any right that may be applicable or available pursuant to the provisions of the Village Code or any other rights the Foundation may have, and except to the extent specifically provided otherwise in this Ordinance, the waiver

granted in Section Two of this Ordinance is hereby expressly subject to and contingent upon the operation of Candy Days in compliance at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2015

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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

#28220868\_v1



MISERICORDIA

Heart of Mercy  
Center

6300 North Ridge • Chicago, IL 60660-1017 • 773-973-6300 • fax 773-973-5214

www.misericordia.org

June 6, 2015

PLEASE SAVE THE DATE!



Carrie Dick  
Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712

Dear Friends:

Misericordia is already planning for our Annual Misericordia/Jelly Belly Candy Days tag day fundraising event for next year. **The dates for 2016 are Friday and Saturday, April 29 and 30.** As you know, each year our volunteers collect in street intersections and in front of heavy pedestrian walkways or stores and businesses, distributing tags and packets of Jelly Belly Candy while collecting donations.

We assure you that this tag day fundraiser makes a difference in the lives of the 600 children and adults who call Misericordia "Home", as the funds we receive from the State cover only a portion of our program costs. This year we must raise \$15 million to cover the cost of programs that are not reimbursed.

We believe that our residents can achieve, and we believe in the compassionate and generous people who share our mission. For many, a first visit to Misericordia is an eye-opening experience – from programs that provide independent living and work opportunities for our residents to round-the-clock care at the Mother McAuley Skilled Nursing Residence. We provide a full continuum of care and quality programs to meet the individual needs of all those who call Misericordia home.

If you need more information or have any questions, please contact Misericordia at 773-273-4189 or email [mam1955@att.net](mailto:mam1955@att.net) or [nancy.turphy@misericordia.com](mailto:nancy.turphy@misericordia.com).

For your belief in Misericordia, for your past assistance, and your consideration of this request, we are most grateful. God's blessings on you and yours.

Sincerely,

Sister Rosemary Connelly, R.S.M.  
Executive Director

# Request For Board Action

**REFERRED TO BOARD:** March 15, 2016

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution to Award a Bid for the Provision of Apparel to Arena Sports USA, Inc. of Cary, Illinois

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Parks and Recreation Department purchases apparel for program staff and participants for a variety of programs throughout the year. Standardized apparel ensures that staff members are easily identifiable and provides participants with a way to identify as part of a program. The Invitation to Bid was advertised in the Lincolnwood Review on February 18, 2016. Bid packets were also sent to 21 vendors. The bid documents requested per item pricing for apparel in eight categories.

On March 7, 2016 the Village opened three sealed bids. Staff reviewed the bids and found that the lowest responsible bidder is Arena Sports USA, Inc. of Cary, IL. The summary is shown below:

Description of Services by Category	Arena Sports USA, Inc.	Sunburst Sportswear	Professional Vision Design Promo, Inc.
A. Summer Camp	\$4,554.45	\$4,684.48	\$5,747.85
B. Aquatic Center	\$2,206.70	\$2,471.96	No Bid
C. Park Patrol	\$80.00	\$116.40	No Bid
D. Club Kid	\$380.25	\$381.44	No Bid
E. Community Center	\$155.25	\$132.48	No Bid
F. Turkey Trot	\$11,731.50 to \$12,198.30	\$13,469.12 to \$14,532.96	No Bid
G. Public Works	\$464.00	\$366.46	No Bid
H. Soccer	\$173.75	\$163.00	No Bid
<b>Total Range</b>	<b>\$19,745.90 to \$20,212.70</b>	<b>\$21,785.34 to \$22,849.18</b>	<b>\$5,747.85*</b>

\* Bidder did not bid on all items, therefore isn't considered the lowest, responsible bidder.  
Note: The totals for Turkey Trot show a range because there are design options that vary in cost.

The Park Board reviewed this information at their March 8, 2016 meeting and voted unanimously to recommend awarding the bid to Arena Sports USA, Inc.

**FINANCIAL IMPACT:**

Apparel items are accounted for in program and facility budgets for the 2016/2017 Fiscal Year in the amount of \$26,400. Most items are paid for by participant fees, with the exception of apparel for Public Works.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Bid Proposal and Contract
3. Unapproved Minutes of the March 8, 2016 meeting of the Park and Recreation Board

**RECOMMENDED MOTION:**

**Move to approve** a Resolution awarding a bid for the provision apparel to Arena Sports USA, Inc. of Cary, Illinois.

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION APPROVING THE AWARD  
OF THE STAFF AND PARTICIPANT APPAREL BID  
TO ARENA SPORTS USA, INC. OF CARY, ILLINOIS**

WHEREAS, the Village sought bids for Staff and Participant Apparel (“*Contract*”), for the provision of embroidered and screened t-shirts, sweatshirts, polo shirts, fanny packs, and hats for program participants and staff members;

WHEREAS, Arena Sports USA, Inc. of Cary, IL was the lowest, responsible bidder of the firms that submitted bid packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Arena Sports USA, Inc. will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Arena Sports USA, Inc. shall be, and is hereby, approved in substantially the form attached to this Resolution as Exhibit A.

SECTION 3. EXECUTION OF CONTRACT. The Village President and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Arena Sports USA, Inc. provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

# 6212428\_v1

VILLAGE OF LINCOLNWOOD

REQUEST FOR PROPOSALS

OWNER:

Village of Lincolnwood ("Village")
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

The Village will receive sealed proposals for delivery of the Products generally described as follows:

Table with 3 columns: Product No., Description of Product to be Delivered to the Village, and Quantity of Product to be Delivered to the Village. Row 1: See attached specifications, Seasonal program apparel - see attached specifications, See attached specifications.

The Product(s) must be delivered to the following address:

Lincolnwood Parks & Recreation
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

(the "Delivery Address")

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the delivery of the Products shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form.

sealed bids will be opened and read in the Village Hall Council Chambers located at 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Clarifications

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and Bidder's full legal name. Sealed bids will be received by the Village of Lincolnwood until 10:00 A.M., C.S.T. on Monday, March 7, 2016 at Lincolnwood Village Hall located at 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The Village reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by the Village, the successful Bidder's proposal, together with the Village's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this 18th day of February, 2016.

**VILLAGE OF LINCOLNWOOD**

By: Timothy C. Wiberg, Village Manager

VILLAGE OF LINCOLNWOOD

CONTRACT/PROPOSAL FOR THE DELIVERY OF THE SEASONAL APPAREL

Full Name of Bidder ARENA SPORTS USA ("Bidder")  
Principal Office Address 300 JARDUS RD CARY, IL 60013 SUITE 103  
Local Office Address SOME  
Contact Person MARY JO MARSHALL Telephone Number 847-639-5888

TO: Village of Lincolnwood ("Village")  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
Attention: Melissa Rimdzius  
Community Center Program Supervisor

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Contract/Proposal.*

1. **Proposal to Deliver Products**

A. **Contract and Products.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, deliver to the Village, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Proposals attached hereto ("**Products**") in new, undamaged, and first-quality condition. Bidder further proposes to:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the Village in a proper and workmanlike manner;
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Proposal;
4. **Taxes.** Pay all applicable federal, state, and local taxes; and
5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal.

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes and agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract/Proposal. If this Contract/Proposal specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within its bid, written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. **Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village, repair or replace, any damage done to, and any loss or injury suffered by, the Village as a result of Bidder's failure to perform hereunder.

D. **Inspection/Testing/Rejection.** The Village shall have the right to inspect all or any part of the Products. If, in the Village's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Proposal, then the Village, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Proposal. Products so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Products to the Village in accordance with the attached Bid Form.

If the Village has specified the Quantity of Products to be delivered to the Village on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in figures)

If the Village has not specified the Quantity of Products to be delivered to the Village on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the Village.

### B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Total artwork fees stated in the Bid Spec Sheets are firm and shall be charged only once per item. There will be no artwork fees for items that are reordered up to two times.
3. All shipping costs are factored into the prices provided in the specifications.
2. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
4. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and

5. If a Quantity of Products to be delivered to the Village is specified on Page 1 of the Request for Proposals, such amount is an estimate only. The Village reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the Village for each Product and the actual number of Products that comply with this Contract/Proposal that are accepted by the Village. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

### C. Time of Payment

It is expressly understood and agreed that all payments shall be made by check within 45 days after receipt.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

## 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Products as listed on each Apparel Bid Spec Sheet of the Specifications to the Village at 6900 North Lincoln Avenue in Lincolnwood, IL 60712.

## 4. Financial Assurance

A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond on a form provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract/Proposal.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Proposal, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Proposal.

## 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

## 6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than 90 days after delivery to the Village: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time proposals set forth above.

## 7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal. Except where specifically stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

J. Governing Law. This Contract/Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

DATED this 18th day of February, 2016.

Bidder's Status: ( ) ILLINOIS Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: ARENA SPORTS USA, Inc.

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: [Signature] Marshall for Arena Sports USA Inc.

(corporate seal) Printed Name: MARY JO MARSHALL

(if corporation) Title/Position: President

Bidder's Business Address: 300 JANDUS Rd Suite 103  
CARY, IL 60013

Bidder's Business Telephone: 847-639-5888 Facsimile: SAME

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Mary Jo Marshall	President	307 Foxford Dr Cary IL 60013
Mary Jo Marshall	Secretary	307 Foxford Dr Cary IL 60013
Mary Jo Marshall	Treasurer	307 Foxford Dr Cary IL 60013
Mary Jo Marshall	Vice President	307 Foxford Dr Cary IL 60013

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lincolnwood ("**Village**") this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the Products and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Timothy C. Wiberg, Village Manager

# VILLAGE OF LINCOLNWOOD

## Bid Form

The Bidder hereby offers to provide to the Village of Lincolnwood Staff and Participant Apparel as specified within this document and the delivery of same, in compliance with Contract Documents. The Bidder states the total quote is the gross total cost to the Village of Lincolnwood for goods and/or services provided. Prices, once accepted, shall not exceed those accepted throughout the delivery schedule of the products that are acquired. Bidder shall include delivery cost in the unit prices quoted below.

Bidders must submit a price for all of the Bid Items in each category. Bidders are not required to bid on all categories. Refer to the individual Bid Spec Sheets for item description and imprint requirements.

### Category A: Summer Camp

ITEM #	ITEM DESCRIPTION	TOTAL COST
A.1	Camper T-Shirt	2002.00
A.2	White Camper T-Shirt to Tye Dye	1115.45
A.3	Staff T-Shirt	708.00
A.4	Staff Sport Shirt	219.00
A.5	Staff Fleece	330.00
A.6	Fanny Pack	180.00

FOR THE LUMP SUM OF 4554.45 DOLLARS  
(write in total Bid Amount for Category A)

**Category B: Aquatic Center**

ITEM #	ITEM DESCRIPTION	TOTAL COST
B.1	Aquatic Staff T-Shirt	717.60
B.2	Aquatic Staff Fleece	799.00
B.3	Maintenance T-Shirt	179.40
B.4	Front Desk T-Shirt	104.65
B.5	Concession Stand T-Shirt	104.65
B.6	Manager Sport Shirt	119.00
B.7	Pool Staff Hat	135.00
B.8	Head Lifeguard T-Shirt	31.60
B.9	Head Lifeguard Fleece	15.80

FOR THE LUMP SUM OF 2206.70 DOLLARS  
(write in total Bid Amount for Category B)

**Category C: Park Patrol**

ITEM #	ITEM DESCRIPTION	TOTAL COST
C.1	Park Patrol T-Shirt	32.00
C.2	Park Patrol Sport Shirts	48.00

FOR THE LUMP SUM OF 80.00 DOLLARS  
(write in total Bid Amount for Category C)

**Category D: Club Kid**

ITEM #	ITEM DESCRIPTION	TOTAL COST
D.1	White Club Kid T-Shirt to Tye Dye	153.00
D.2	Staff T-Shirt	83.25
D.3	Staff Fleece	144.00

FOR THE LUMP SUM OF 380.25 DOLLARS  
 (write in total Bid Amount for Category D)

**Category E: Community Center**

ITEM #	ITEM DESCRIPTION	TOTAL COST
E.1	Staff Sport Shirt	155.25

FOR THE LUMP SUM OF 155.25 DOLLARS  
 (write in total Bid Amount for Category E)

**Category F: Turkey Trot**

Orders will be place for only one of the item numbers within each bolded box listed below. For example, F.1a or F.1b will be ordered, not both F.1a and F.1b.

ITEM #	ITEM DESCRIPTION	TOTAL COST
F.1a	Long-Sleeve Tech Shirt (Front/Back Screen)	10550.00
OR		
F.1b	Long-Sleeve Tech Shirt (Front/Back/Sleeve Screen)	10940.80

ITEM #	ITEM DESCRIPTION	TOTAL COST
F.2b	Volunteer Apparel (Shirt)	537.50

ITEM #	ITEM DESCRIPTION	TOTAL COST
F.3a	Drumstick Dash Shirt (Front/Back Screen)	644.00
OR		
F.3b	Drumstick Dash Shirt (Front/Back/Sleeve Screen)	720.00

**Category G: Public Works**

ITEM #	ITEM DESCRIPTION	TOTAL COST
G.1	Dark Blue T-Shirt	96.00
G.2	Light Blue T-Shirt	368.00

FOR THE LUMP SUM OF 464.00 DOLLARS  
 (write in total Bid Amount for Category G)

**Category H: Soccer**

ITEM #	ITEM DESCRIPTION	TOTAL COST
H.1	Soccer T-Shirt	173.75

FOR THE LUMP SUM OF 173.75 DOLLARS  
 (write in total Bid Amount for Category H)



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	A.1
<b>DESCRIPTION:</b>	Camper T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #2000 (adult sizes) and Gildan #2000B (youth sizes)
<b>APPAREL COLOR:</b>	Mint Green

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. LWD Camp Logo: White 2. LWD Camp Back: White
<b>ARTWORK LOCATION(S):</b>	1. LWD Camp Logo: left chest as it is worn 2. LWD Camp Back: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	50	3.00	150
Youth Small	178	3.00	534
Youth Medium	178	3.00	534
Youth Large	140	3.00	420
Adult Small	60	2.80	168
Adult Medium	48	2.80	134.40
Adult Large	20	2.80	56
Adult X-Large	2	2.80	5.60
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>676</b>		<b>2002.00</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	A.2
<b>DESCRIPTION:</b>	White Camper T-Shirt to Tye Dye
<b>APPAREL SPECIFICATIONS:</b>	Gildan #5000 (adult sizes) and Gildan #5000B (youth sizes)
<b>APPAREL COLOR:</b>	White

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. LWD Camp Logo: White
<b>ARTWORK LOCATION(S):</b>	I. LWD Camp Logo: centered on the chest of shirt as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	Logo should be enlarged to fill center of shirt. T-shirts will be dyed by program participants.
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	24	2.05	49.20
Youth Small	100	2.05	205
Youth Medium	120	2.05	246
Youth Large	72	2.05	147.60
Adult Small	100	1.99	199
Adult Medium	72	1.99	143.28
Adult Large	48	1.99	95.52
Adult X-Large	15	1.99	29.85
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>551</b>		<b>1115.45</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	A.3
<b>DESCRIPTION:</b>	Staff T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8000
<b>APPAREL COLOR:</b>	Carolina Blue

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. LWD Camp Logo: White 2. Camp Staff Logo: White
<b>ARTWORK LOCATION(S):</b>	1. LWD Camp Logo: left chest as it is worn 2. Camp Staff Logo: center of upper back as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	90	3.00	270
Adult Medium	90	3.00	270
Adult Large	35	3.00	105
Adult X-Large	12	3.00	36
Adult XX-Large	6	4.50	27
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>233</b>		<b>708.00</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	A.4
<b>DESCRIPTION:</b>	Staff Sport Shirt
<b>APPAREL SPECIFICATIONS:</b>	Hanes X-Temp Sportshirt (#H42X0)
<b>APPAREL COLOR:</b>	Neon Blue Heather

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. LWD Camp Logo: White
<b>ARTWORK LOCATION(S):</b>	I. LWD Camp Logo: left chest as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	9	8.00	72
Adult Medium	9	8.00	72
Adult Large	5	8.00	40
Adult X-Large	2	8.00	16
Adult XX-Large	2	9.50	19
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>27</b>		<b>219.00</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	A.5
<b>DESCRIPTION:</b>	Staff Fleece
<b>APPAREL SPECIFICATIONS:</b>	Gildan #12500
<b>APPAREL COLOR:</b>	Sport Grey

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. LWD Camp Logo: Navy (or similar color)
<b>ARTWORK LOCATION(S):</b>	I. LWD Camp Logo: left chest as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	9	12.00	108
Adult Medium	9	12.00	108
Adult Large	5	12.00	60.00
Adult X-Large	2	12.00	24.00
Adult XX-Large	2	15.00	30.00
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>27</b>		<b>330.00</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	A.6
<b>DESCRIPTION:</b>	Fanny Pack
<b>APPAREL SPECIFICATIONS:</b>	Nissan 1012
<b>APPAREL COLOR:</b>	Red

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. LWD Camp Logo: White
<b>ARTWORK LOCATION(S):</b>	I. LWD Camp Logo: center of fanny pack
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	0		
Adult Medium	0		
Adult Large	0		
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	30	6.00	180 <sup>00</sup>
<b>TOTALS FOR APPAREL:</b>	30		180 <sup>00</sup>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.1
<b>DESCRIPTION:</b>	Aquatic Staff T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8000
<b>APPAREL COLOR:</b>	Navy

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. Aquatic Center Logo: White 2. LIFEGUARD: White
<b>ARTWORK LOCATION(S):</b>	1. Aquatic Center Logo: left chest as it is worn 2. LIFEGUARD: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	100	2.99	299
Adult Medium	100	2.99	299
Adult Large	40	2.99	119.60
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>240</b>		<b>717.60</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.2
<b>DESCRIPTION:</b>	Aquatic Staff Fleece
<b>APPAREL SPECIFICATIONS:</b>	Gildan #12000
<b>APPAREL COLOR:</b>	Navy

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. Aquatic Center Logo: White 2. LIFEGUARD: White
<b>ARTWORK LOCATION(S):</b>	1. Aquatic Center Logo: left chest as it is worn 2. LIFEGUARD: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	30	7.99	239.70
Adult Medium	35	7.99	279.65
Adult Large	35	7.99	279.65
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>100</b>		<b>799.00</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.3
<b>DESCRIPTION:</b>	Maintenance T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8000
<b>APPAREL COLOR:</b>	Kelly Green

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. Aquatic Center Logo: White 2. MAINTENANCE: White
<b>ARTWORK LOCATION(S):</b>	1. Aquatic Center Logo: left chest as it is worn 2. MAINTENANCE: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	0		
Adult Medium	30	2.99	89.70
Adult Large	30	2.99	89.70
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>60</b>		<b>179.40</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.4
<b>DESCRIPTION:</b>	Front Desk Polo
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8800
<b>APPAREL COLOR:</b>	Kelly Green

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. Aquatic Center Logo: White 2. STAFF: White
<b>ARTWORK LOCATION(S):</b>	1. Aquatic Center Logo: left chest as it is worn 2. STAFF: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	5	2.99	14.95
Adult Medium	15	2.99	44.85
Adult Large	15	2.99	44.85
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>35</b>		<b>104.65</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.5
<b>DESCRIPTION:</b>	Concession Stand T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8000
<b>APPAREL COLOR:</b>	Kelly Green

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. Aquatic Center Logo: White 2. STAFF: White
<b>ARTWORK LOCATION(S):</b>	1. Aquatic Center Logo: left chest as it is worn 2. STAFF: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	5	2.99	14.95
Adult Medium	15	2.99	44.85
Adult Large	15	2.99	44.85
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>35</b>		<b>104.65</b>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.6
<b>DESCRIPTION:</b>	Manager Sport Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8800
<b>APPAREL COLOR:</b>	White

<b>ARTWORK TYPE:</b>	EMBROIDERED <input checked="" type="checkbox"/> SCREENED <input type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. Aquatic Center Logo: Navy
<b>ARTWORK LOCATION(S):</b>	1. Aquatic Center Logo: left chest as it is worn. Type "Manager" under logo.
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	4	8.50	34
Adult Medium	6	8.50	51
Adult Large	4	8.50	34
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	2		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	16		119.00

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.7
<b>DESCRIPTION:</b>	Pool Staff Hat
<b>APPAREL SPECIFICATIONS:</b>	KC Caps #6210
<b>APPAREL COLOR:</b>	Navy

<b>ARTWORK TYPE:</b>	EMBROIDERED <input checked="" type="checkbox"/> SCREENED <input type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. Aquatic Center Logo: White
<b>ARTWORK LOCATION(S):</b>	I. Aquatic Center Logo: center of front panel of hat
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	0		
Adult Medium	0		
Adult Large	0		
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	20	6.75	135
<b>TOTALS FOR APPAREL:</b>	20		135 <sup>00</sup>

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.8
<b>DESCRIPTION:</b>	Head Lifeguard T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8000
<b>APPAREL COLOR:</b>	Red

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. Aquatic Center Logo: White 2. HEAD GUARD: White
<b>ARTWORK LOCATION(S):</b>	1. Aquatic Center Logo: left chest as it is worn 2. HEAD GUARD: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	4	3.95	15.80
Adult Medium	4	3.95	15.80
Adult Large	0		
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	8		31.60

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	B.9
<b>DESCRIPTION:</b>	Head Guard Fleece
<b>APPAREL SPECIFICATIONS:</b>	Gildan #12000
<b>APPAREL COLOR:</b>	Navy

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. Aquatic Center Logo: White 2. HEAD GUARD: White
<b>ARTWORK LOCATION(S):</b>	1. Aquatic Center Logo: left chest as it is worn 2. HEAD GUARD: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	2	3.95	7.90
Adult Medium	2	3.95	7.90
Adult Large	0		
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	4		15.80

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	C.1
<b>DESCRIPTION:</b>	Park Patrol T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8000
<b>APPAREL COLOR:</b>	White

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. LWD P&R Logo: Navy 2. PARK PATROL: Navy
<b>ARTWORK LOCATION(S):</b>	1. LWD P&R Logo: left chest as it is worn 2. PARK PATROL: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	0		
Adult Medium	0		
Adult Large	8	4.00	32
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	8		32.00

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	C.2
<b>DESCRIPTION:</b>	Park Patrol Sport Shirts
<b>APPAREL SPECIFICATIONS:</b>	Gildan #18500
<b>APPAREL COLOR:</b>	White

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. LWD P&R Logo: Navy 2. PARK PATROL: Navy
<b>ARTWORK LOCATION(S):</b>	1. LWD P&R Logo: left chest as it is worn 2. PARK PATROL: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	0		
Adult Medium	0		
Adult Large	0		
Adult X-Large	4	12.00	48
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	4		48.00

<b>ANTICIPATED ORDER DATE:</b>	April 25, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	May 25, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	D.1
<b>DESCRIPTION:</b>	White Club Kid T-Shirt to Tye Dye
<b>APPAREL SPECIFICATIONS:</b>	Gildan #5000 (adult sizes) and Gildan #5000B (youth sizes)
<b>APPAREL COLOR:</b>	White

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. LWD Club Kid Logo: White
<b>ARTWORK LOCATION(S):</b>	I. LWD Club Kid Logo: centered on the chest of shirt as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	Logo should be enlarged to fill center of shirt. T-shirts will be dyed by program participants.
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	11	3.00	33
Youth Medium	24	3.00	72
Youth Large	5	3.00	15
Adult Small	5	2.75	13.75
Adult Medium	5	2.75	13.75
Adult Large	2	2.75	5.50
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>52</b>		<b>153.00</b>

<b>ANTICIPATED ORDER DATE:</b>	March 2017
<b>ANTICIPATED DELIVERY DATE:</b>	April 30, 2017



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	D.2
<b>DESCRIPTION:</b>	Staff T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8000 (adult sizes) & Gildan #8000B (youth sizes)
<b>APPAREL COLOR:</b>	Sapphire

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. LWD P&R Logo: White 2. STAFF: White
<b>ARTWORK LOCATION(S):</b>	1. LWD P&R Logo: left chest as it is worn 2. STAFF: centered on back of shirt as is
<b>SPECIAL INSTRUCTIONS:</b>	
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	3	3.00	9.00
Adult Small	10	2.75	27.50
Adult Medium	15	2.75	41.25
Adult Large	2	2.75	5.50
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>30</b>		<b>83.25</b>

<b>ANTICIPATED ORDER DATE:</b>	August 1, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	August 31, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	D.3
<b>DESCRIPTION:</b>	Staff Fleece
<b>APPAREL SPECIFICATIONS:</b>	Gildan #12000
<b>APPAREL COLOR:</b>	Charcoal

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. LWD P&R Logo: Tourquoise (or similar color)
<b>ARTWORK LOCATION(S):</b>	I. LWD P&R Logo: left chest as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	5	9.00	45
Adult Medium	10	9.00	90
Adult Large	1	9.00	9
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	16		144.00

<b>ANTICIPATED ORDER DATE:</b>	August 1, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	August 31, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	E.1
<b>DESCRIPTION:</b>	Staff Sport Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8800
<b>APPAREL COLOR:</b>	Dark Heather

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. LWD P&R Logo: White
<b>ARTWORK LOCATION(S):</b>	I. LWD P&R Logo: left chest as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	10	6.75	67.50
Adult Medium	10	6.75	67.50
Adult Large	2	6.75	13.50
Adult X-Large	1	6.75	6.75
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>23</b>		<b>155.25</b>

<b>ANTICIPATED ORDER DATE:</b>	April 27, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	June 1, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	F.1a
<b>DESCRIPTION:</b>	Long-Sleeve Tech Shirt (Front/Back Screen)
<b>APPAREL SPECIFICATIONS:</b>	Propose brand and send sample shirt with bid (youth and adult sizes)
<b>APPAREL COLOR:</b>	CHAMPD SPORTS BSTA

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. TT Logo: artwork shall be no more than six colors 2. TT Back: artwork shall be no more than two colors
<b>ARTWORK LOCATION(S):</b>	1. TT Logo: left chest as it is worn 2. TT Back: upper/center back as worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	288	5.00	1440
Adult Small	492	5.00	2460
Adult Medium	552	5.00	2760
Adult Large	540	5.00	2700
Adult X-Large	192	5.00	960
Adult XX-Large	40	5.75	230
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>2104</b>		<b>10550.00</b>

<b>ANTICIPATED ORDER DATE:</b>	September 2016
<b>FINAL ARTWORK SUBMITTED:</b>	October 17, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	November 2, 2016 (on or before)



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	F.1b
<b>DESCRIPTION:</b>	Long-Sleeve Tech Shirt (Front/Back/Sleeve Screen)
<b>APPAREL SPECIFICATIONS:</b>	Propose brand and send sample shirt with bid (youth and adult sizes)
<b>APPAREL COLOR:</b>	CHAMPION SPORTS BST12

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. TT Logo: artwork shall be no more than six colors 2. TT Back: artwork shall be no more than two colors 3. TT Sleeve: artwork shall be no more than two colors
<b>ARTWORK LOCATION(S):</b>	1. TT Logo: left chest as it is worn 2. TT Back: upper/center back as worn 3. TT Sleeve: right sleeve as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	288	5.20	1497.60
Adult Small	492	5.20	2558.40
Adult Medium	552	5.20	2870.40
Adult Large	540	5.20	2808.00
Adult X-Large	192	5.20	998.40
Adult XX-Large	40	5.20	208.00
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>2104</b>		<b>10940.80</b>

<b>ANTICIPATED ORDER DATE:</b>	September 2016
<b>FINAL ARTWORK SUBMITTED:</b>	October 17, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	November 2, 2016 (on or before)



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	F.2b
<b>DESCRIPTION:</b>	Volunteer Apparel (Shirt)
<b>APPAREL SPECIFICATIONS:</b>	Long-sleeve 100% cotton t-shirt (propose brand and send sample)
<b>APPAREL COLOR:</b>	Navy <i>GILPERN 5400</i>

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. TT Logo: artwork shall be no more than six colors 2. TT Back: artwork shall be no more than two colors
<b>ARTWORK LOCATION(S):</b>	1. TT Logo: left chest as it is worn 2. TT Back: upper/center back as worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	24	<i>5.00</i>	<i>120</i>
Adult Medium	36	<i>5.00</i>	<i>180</i>
Adult Large	24	<i>5.00</i>	<i>120</i>
Adult X-Large	12	<i>5.00</i>	<i>60</i>
Adult XX-Large	10	<i>5.75</i>	<i>57.50</i>
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>106</b>		<b><i>537.50</i></b>

<b>ANTICIPATED ORDER DATE:</b>	September 2016
<b>FINAL ARTWORK SUBMITTED:</b>	October 17, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	November 2, 2016 (on or before)



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	F.3a
<b>DESCRIPTION:</b>	Drumstick Dash Shirt (Front/Back Screen)
<b>APPAREL SPECIFICATIONS:</b>	Long-sleeve 100% cotton t-shirt (propose brand and send sample)
<b>APPAREL COLOR:</b>	Navy <i>Callahan 5400B</i>

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. TT Logo: artwork shall be no more than six colors 2. TT Back: artwork shall be no more than two colors
<b>ARTWORK LOCATION(S):</b>	1. TT Logo: left chest as it is worn 2. TT Back: upper/center back as worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	48	<i>3.25</i>	<i>156</i>
Youth Medium	72	<i>3.25</i>	<i>234</i>
Youth Large	72	<i>3.25</i>	<i>234</i>
Adult Small	0		
Adult Medium	0		
Adult Large	0		
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>192</b>		<i>624.00</i>

<b>ANTICIPATED ORDER DATE:</b>	September 2016
<b>FINAL ARTWORK SUBMITTED:</b>	October 17, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	November 2, 2016 (on or before)



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	F.3b
<b>DESCRIPTION:</b>	Drumstick Dash Shirt (Front/Back/Sleeve Screen)
<b>APPAREL SPECIFICATIONS:</b>	Long-sleeve 100% cotton t-shirt (proprose brand and send sample)
<b>APPAREL COLOR:</b>	Navy

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	1. TT Logo: artwork shall be no more than six colors 2. TT Back: artwork shall be no more than two colors 3. TT Sleeve: artwork shall be no more than two colors
<b>ARTWORK LOCATION(S):</b>	1. TT Logo: left chest as it is worn 2. TT Back: upper/center back as worn 3. TT Sleeve: right sleeve as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	48	3.75	180
Youth Medium	72	3.75	270
Youth Large	72	3.75	270
Adult Small	0		
Adult Medium	0		
Adult Large	0		
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>192</b>		<b>720.00</b>

<b>ANTICIPATED ORDER DATE:</b>	September 2016
<b>FINAL ARTWORK SUBMITTED:</b>	October 17, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	November 2, 2016 (on or before)



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	G.1
<b>DESCRIPTION:</b>	Dark Blue T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Hanes #H5170
<b>APPAREL COLOR:</b>	Navy

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. Village Logo: Gold
<b>ARTWORK LOCATION(S):</b>	I. Village Logo: left chest as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	1	4.00	4
Adult Medium	11	4.00	44
Adult Large	12	4.00	48
Adult X-Large	0		
Adult XX-Large	3		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>27</b>		<b>96.00</b>

<b>ANTICIPATED ORDER DATE:</b>	April 27, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	June 1, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	G.2
<b>DESCRIPTION:</b>	Light Blue T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Hanes #H5170
<b>APPAREL COLOR:</b>	Light Blue

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. Village Logo: Gold
<b>ARTWORK LOCATION(S):</b>	I. Village Logo: left chest as it is worn
<b>SPECIAL INSTRUCTIONS:</b>	None
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	0		
Youth Medium	0		
Youth Large	0		
Adult Small	0		
Adult Medium	3	4.00	12
Adult Large	50	4.00	200
Adult X-Large	39	4.00	156
Adult XX-Large	3		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>95</b>		<b>368<sup>00</sup></b>

<b>ANTICIPATED ORDER DATE:</b>	April 27, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	June 1, 2016



## VILLAGE OF LINCOLNWOOD APPAREL BID SPEC SHEET

<b>BID ITEM #:</b>	H.1
<b>DESCRIPTION:</b>	Soccer T-Shirt
<b>APPAREL SPECIFICATIONS:</b>	Gildan #8000 (adult sizes) & Gildan #8000B (youth sizes)
<b>APPAREL COLOR:</b>	White

<b>ARTWORK TYPE:</b>	EMBROIDERED <input type="checkbox"/> SCREENED <input checked="" type="checkbox"/>
<b>ARTWORK COLOR(S):</b>	I. Soccer Logo: artwork shall be no more than 2 colors
<b>ARTWORK LOCATION(S):</b>	I. Soccer Logo: front center of shirt
<b>SPECIAL INSTRUCTIONS:</b>	Logo should fill the front screen area of the shirt
<b>TOTAL ARTWORK FEES:</b>	

SIZE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Youth X-Small	0		
Youth Small	10	3.00	30
Youth Medium	10	3.00	30
Youth Large	15	3.00	45
Adult Small	10	2.75	27.50
Adult Medium	10	2.75	27.50
Adult Large	5	2.75	13.75
Adult X-Large	0		
Adult XX-Large	0		
Adult XXX-Large	0		
One Size Fits All	0		
<b>TOTALS FOR APPAREL:</b>	<b>60</b>		<b>173.75</b>

<b>ANTICIPATED ORDER DATE:</b>	July 15, 2016
<b>ANTICIPATED DELIVERY DATE:</b>	August 15, 2016

**EXHIBIT A**

**CONTRACT**



## Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

March 8, 2016

DRAFT MINUTES

### CALL TO ORDER

The meeting was called to order at 7:08 P.M.

### PRESENT AT MEETING

Park Board Members: Laura Tomacic, Art Lovering, Amy Kaniff, Sarah Hardin, Victor Shaw,

Parks and Recreation Department Staff: Laura McCarty, Katie Gamroth, Melissa Rimdzius

Audience:

### APPROVAL OF MINUTES

On motion Hardin/Kaniff to approve the meeting minutes of the February 9, 2016. 5-0, motion passed.

### AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

### OLD BUSINESS

#### A. Presentation of the 2015 Annual Lincolnwood Turkey Trot Report

**Gamroth-** As noted in presentation

**Board Discussion-** Thank you for a great race, would like to have the positive comments from the race passed on to the Village Board

#### B. Report of the Park Naming Subcommittee

**Lovering-** Naming Subcommittee revisited the naming policy once more to provide additional revision to the park amenity criteria.

**Board Discussion-** Defining meritorious achievement and what is considered to be honorable

**Tomacic-** Questions change of age requirement

**Board Discussion** – Creating a minimum requirement to include youth

On motion Hardin/Kaniff to approve the revised 2015 Park Land, Building, and Facility Naming Policy. 5-0, motion passed.

### NEW BUSINESS

#### A. **Approval of a Resolution Awarding the Bid for Staff and Participant Apparel**

**McCarty-** Staff went through a formal bid process for all program apparel for seasonal staff and participants

**Board Discussion** –Questions reliability of the new company in as low bidder

**Rimdzius-** Arena is out of Cary, being closer and helps with shipping. Did not receive references, but will add in the request for next year. Venders did receive bid pricing from last year.

**Board Discussion-** Sunburst sports, apparel vendor from last year, quality and services provided

**Rimdzius-** Sunburst positive track record, easy to work with and were able to make adjustments when needed.

On motion Hardin/Shaw to approve a Resolution awarding a bid for the provision of apparel to Arena Sports of Cary, Illinois. 5-0, motion passed.

#### B. **Strategic Planning Meeting**

**McCarty-** Current strategic plan runs through the end of April. Staff are looking to create a new plan running 2016-2019. I would like to bring the board together to review current plan and then suggest new initiative moving forward. Meeting scheduled for Tuesday, April 12, 5:30pm.

#### C. **Biennial Report**

**McCarty-** Biennial report is a recap highlighting what has been accomplished over the past two years in Parks and Recreation. The Park Board report will be on May 17, 2016 at the Committee of the Whole meeting.

**CHAIRPERSON’S REPORT –**

**COMMISSIONERS’ REPORTS –**

**DIRECTOR’S REPORT –**

**McCarty-** Congratulations to Melissa who has been promoted to Superintendent of Parks and Facilities! The Community Center Program Supervisor title has been changed to Recreation Supervisor, to better reflect what the responsibilities of the position. An update on Lincolnwood Fest, last meeting the board discussed the request to extend Sunday hours. Board approved an extension of Sunday hour to 10:00pm, the Village Board agreed and the 2016 Lincolnwood Fest will extend hours of operation until 10:00pm on Sunday.

**Lovering-** Work on the path looks great, is there an update?

**McCarty-** Staff was waiting for additional approval for more funding, approval has been received and work on the path will continue.

**STAFF REPORTS**

- A. **SUPERINTENDENT OF RECREATION – GAMROTH**  
As noted in report
- B. **SUPERINTENDENT OF PARKS AND FACILITIES - RIMDZIUS**  
As noted in report
- C. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**  
As noted in report
- D. **YOUTH PROGRAMS COORDINATOR - FLETCHER**  
As noted in report

**ADJOURNMENT**

Meeting adjourned at 8:03 P.M.

Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

# Request For Board Action

**REFERRED TO BOARD:** March 15, 2016

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of an Ordinance Declaring a 1998 Vac-Con Sewer Cleaning Vehicle as Surplus

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On July 21, 2015 the Village Board adopted Resolution R2015-1861 authorizing the purchase of a Vactor 2110 Combination Sewer Cleaning Vehicle from Standard Equipment of Chicago, Illinois. In negotiating the purchase of the vehicle, Standard Equipment offered the Village \$28,000 trade in value for the Village's current sewer cleaning vehicle. The existing sewer cleaning vehicle is 18 years old and has required frequent repairs in recent years including hydraulic system leaks, auxiliary engine repairs, hose reel repairs, and a new alternator. The American Public Works Association recommends replacement of large vehicles every 12-15 years as best practice.

At this time, the existing sewer cleaning vehicle is beyond its useful life and staff recommends it be declared as surplus and traded in upon receipt of the new combination sewer cleaning vehicle. The vehicle was not declared as surplus at the same time as the purchase to allow staff to continue to use the existing vehicle while the new Vactor was being manufactured.

**FINANCIAL IMPACT:**

Standard Equipment has offered \$28,000 in trade in value. This reduces the total purchase price of the new vehicle from \$369,377 to \$341,377.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Resolution R2015-1861

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance authorizing the disposition of surplus property owned by the Village of Lincolnwood.

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY OWNED BY THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is the owner of one Vac-Con sewer cleaning vehicle (VIN: 1HTGBADROWH561318) ("*Surplus Vehicle*"); and

WHEREAS, on July 21, 2015, the Village President and Board of Trustees adopted Resolution R2015-1861, authorizing the purchase of a new sewer cleaning vehicle ("*Sewer Cleaning Vehicle*") from Standard Equipment, of Chicago, Illinois ("*Standard Equipment*"); and

WHEREAS, the Village President and Board of Trustees have determined that upon receipt of the new Sewer Cleaning Vehicle, ownership of the Surplus Vehicle will no longer be necessary or useful to, or for the best interests of, the Village; and

WHEREAS, Standard Equipment has offered to purchase the Surplus Vehicle for \$28,000.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to dispose of the Surplus Vehicle in the manner set forth in this Ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL TO DISPOSE OF SURPLUS PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, Section 5-7-18 of the Municipal Code of Lincolnwood, and the home rule authority of the Village, the Village Board of Trustees declares that upon receipt of the new Sewer Cleaning Vehicle, ownership of the Surplus Vehicle will no longer be necessary or useful to, or in the best interests of, the Village. The President and Board of Trustees hereby authorize the sale of the Surplus Vehicle to Standard Equipment, for the price of \$28,000.00, upon receipt by the Village of the Sewer Cleaning Vehicle.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, all documents necessary to complete the sale authorized pursuant to Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**RESOLUTION NO. R2015-1861**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A VACTOR 2110  
COMBINATION SEWER CLEANING VEHICLE FROM  
STANDARD EQUIPMENT COMPANY OF CHICAGO, ILLINOIS  
IN THE AMOUNT OF \$341,377**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative ("**SPC**"), which permits local governments to purchase commodities and services according to contracts negotiated by NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village has identified the need to purchase a combination sewer cleaning vehicle; and

WHEREAS, the SPC sought bids for the award of a contract for the purchase of 2016 Vactor 2110 combination sewer cleaning vehicles ("**Purchase Contract**"); and

WHEREAS, the SPC has identified Standard Equipment Company, of Chicago, Illinois ("**Standard**"), as the lowest responsible bidder for the Purchase Contract; and

WHEREAS, the Village desires to purchase one 2016 Vactor 2110 combination sewer cleaning vehicle ("**Vactor Cleaning Vehicle**") from Standard, in the amount of \$341,377.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase one Vactor Cleaning Vehicle from Standard in the amount of \$341,377.00;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the purchase by the Village of one Vactor Cleaning Vehicle from Standard, in the amount of \$341,377, in accordance with the SPC Purchase Contract.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section 2 of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED this 21<sup>st</sup> day of July, 2015.

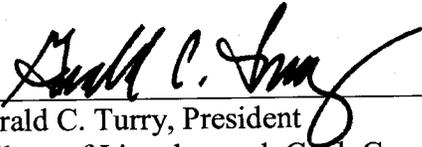
AYES: Trustees Bass, Cope, Elster, Spino Klatzco

NAYS: None

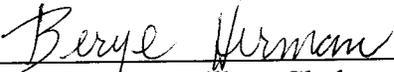
ABSENT: Trustee Patel

ABSTENTION: None

APPROVED by me this 21<sup>st</sup> day of July, 2015.

  
\_\_\_\_\_  
Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
21<sup>st</sup> day of July, 2015

  
\_\_\_\_\_  
Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

# Request For Board Action

**REFERRED TO BOARD:** March 15, 2016

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Approve the Planting of 143 Trees to be Purchased from the Suburban Tree Consortium for the Spring 2016 Planting in an Amount of \$47,389

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village plants parkway trees in locations where a tree has been removed for reasons such as disease or infestation (including the Emerald Ash Borer), storm damage, utility maintenance, or accidents. A fall and spring planting are conducted each year. The spring 2016 planting will include the installation of 143 trees.

As the Public Works Department has managed the planting program, staff has identified some trees that were planted too close to each other, which has proven to produce uneven growth or even jeopardize the health of the tree. As new trees are planted, they are being spaced at a minimum of 25 feet apart. Therefore, a new tree will not always be planted for every tree that is removed. Staff works with the property owner adjacent to the planting site to identify a species of tree that the resident will enjoy while also ensuring that the planting space is sufficient for the tree to thrive.

Lincolnwood is a member of the Suburban Tree Consortium (STC), a coalition of 38 communities created to jointly purchase and plant parkway trees. As a member of the STC, the Village has access to competitively bid planting services and high quality nursery stock.

The spring 2016 tree planting is scheduled to occur in April. The attached Resolution authorizes the purchase of 143 trees for the planting.

**FINANCIAL IMPACT:**

\$105,000 has been budgeted in the FY 2015/16 Public Works Street Maintenance Division of the General Fund and \$30,000 has been budgeted in the FY 2015/16 Northeast Industrial (NEID) TIF District for the planting of parkway trees. These funds are divided between two plantings per year.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Quote from Suburban Tree Consortium

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving the planting of 143 trees to be purchased from the Suburban Tree Consortium in an amount of \$47,389.

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PLANTING OF 143 TREES  
TO BE PURCHASED FROM THE SUBURBAN TREE CONSORTIUM  
IN AN AMOUNT OF \$47,389**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village is a member of the Suburban Tree Consortium (“STC”), a consortium of 38 municipalities located within the State of Illinois; and

WHEREAS, the STC competitively bids tree planting services on behalf of the member municipalities, resulting in significant savings for the Village; and

WHEREAS, the Village has identified the need to replace parkway trees that have been removed due to disease, illness, storm damage, or accident; and

WHEREAS, the Village desires to purchase and plant 143 trees, in the amount of \$47,337.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to plant 143 trees to be purchased from the STC in the amount of \$47,389.00;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the planting by the Village of 143 trees to be purchased from the STC, in the amount of \$47,389.00.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section 2 of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois



# Request For Board Action

**REFERRED TO BOARD:** March 15, 2016

**AGENDA ITEM NO:** 7

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Authorize the Execution of a Contract with Filotto Roofing of Crest Hill, Illinois for the Replacement of the Proesel Park Shelter Roof in the Amount of \$70,655

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village received donations totaling \$120,000 from the Friends of the Community Center for rehabilitation of the Proesel Park Shelter. The Parks and Recreation and Public Works Departments worked together to develop a series of priorities for the shelter including replacing the roof, rehabilitating the restrooms, replacing the doors, installing a new path around the shelter, upgrading the lighting, and ensuring that the structure meets current accessibility requirements.

The Shelter roof is approximately 20 years old and has exhibited signs that it requires replacement, including deteriorated fascia and shingles. Christopher B. Burke Engineering Ltd. (CBBEL), the Village's current Village Engineer, conducted an assessment of the roof and developed plans and bid specifications for its replacement.

The space underneath the shelter is currently dark in some areas. To resolve this issue, CBBEL recommended installing eight skylights to provide additional natural light. In an effort to remain conscience of the limited budget, staff requested this work be included as an alternate bid price.

On February 4, 2016 a bid notice was published in the *Lincolnwood Review* and the *Dodge Report*. On March 3, 2016 five sealed bids were received. Table 1 provides a summary of the bids received.

<b>Vendor</b>	<b>Base Bid</b>	<b>Alternate</b>	<b>Total Contract Price</b>
Filotto Roofing	\$55,695	\$14,960	\$70,655
MPI-MAC Roofing	\$56,000	\$16,000	\$72,000
National Roofing	\$58,650	\$14,168	\$72,818
DCG Roofing	\$78,740	\$18,048	\$96,788
Oakk Construction	\$87,805	\$78,198	\$165,283

The lowest responsible bidder, meeting all bid specifications, is Filotto Roofing of Crest Hill, Illinois. CBBEL has reviewed the response provided by Filotto Roofing and contacted their references. Based on this information, CBBEL recommends that the Village award a contract to Filotto Roofing for the replacement of the Shelter roof, including the alternate for the installation of eight skylights.

**FINANCIAL IMPACT:**

Funds in the amount of \$70,655 are available in the Parks and Recreation Maintenance capital budget.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. CBBEL Recommendation
3. Proposed Contract

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing the execution of a contract with Filotto Roofing of Crest Hill, Illinois for the replacement of the Proesel Park Shelter roof.

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION APPROVING A CONTRACT WITH  
FILOTTO ROOFING OF CREST HILL, ILLINOIS  
FOR THE REPLACEMENT OF THE PROESEL PARK SHELTER ROOF**

WHEREAS, the Village sought proposals for the award of contract to replace the existing Proesel Park shelter roof ("**Contract**"); and

WHEREAS, Filotto Roofing of Crest Hill, IL ("**Contractor**"), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with the Contractor will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and the Contractor shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by the Contractor; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

---

Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**

**CONTRACT**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 4, 2016

Village of Lincolnwood  
6900 N. Lincoln Avenue  
Lincolnwood, IL 60712

Attention: Ms. Ashley Engelmann  
Director of Public Works

Subject: Proesel Park Picnic Shelter Roof Repairs Project  
Evaluation of Bid Proposals  
(CBBEL Project No. 140090.C1504)

Dear Ms. Engelmann:

Five bids for the Proesel Park Picnic Shelter Roof Repairs Project were received and opened at the Village Hall on March 3, 2016 at 10:00 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL) evaluation of the Bid Proposals is contained herein.

**EVALUATION OF BID PROPOSALS**

The proposals range from \$55,695.00 to \$88,165.00 for the Base Bid (Roof Repairs Project) and \$14,960.00 to \$77,478.00 for the Alternate Bid (Install New Skylights). A Bid Tabulation is attached for your information. The bids are summarized as follows:

<b>Contractor</b>	<b>Base Bid (Roof Repairs Project)</b>	<b>Alternate Bid (Install New Skylights)</b>	<b>Total Base Bid &amp; Alternate Bid</b>
Filotto Roofing	\$55,695.00	\$14,960.00	\$70,655.00
Master Project, Inc.	\$56,000.00	\$16,000.00*	\$72,000.00
National Roofing	\$58,650.00	\$14,168.00	\$72,818.00
DCG	\$78,740.00	\$18,048.00	\$96,788.00
Oakk Construction	\$88,165.00*	\$77,478.00	\$191,324.00*
<i>Engineer's Estimate</i>	<i>\$76,500.00</i>	<i>\$14,000.00</i>	<i>\$90,500.00</i>

\* Corrected by CBBEL

A bid evaluation of the three lowest bids received was performed. The following describes the discrepancies that were identified during our review. Our comments are as follows:

Filotto Roofing

1. No discrepancies were found.

Master Project, Inc.

1. There was a math error in the Alternate Bid Total Price. The submitted Alternate Bid subtotal price of \$16,000.00 was not carried down to Total Alternate Bid Price in the Bid Form. The Bid Tabulation was corrected by CBBEL to be \$16,000.00 from the \$72,000.00 Total Bid Price which was entered into the wrong space.

National Roofing

1. No discrepancies were found.

**GENERAL COMMENTS**

- Four (4) bidders provided required Bid Bonds.
- Oakk Construction provided a Letter of Credit in lieu of the Bid Bond.
- Filotto Construction enclosed a Cashier's Check in the amount of \$2,785.00 which was not required with the Bid since they included a Bid Bond. Therefore, CBBEL returned that check to them.

**RECOMMENDATIONS**

Based on the above and the reference checks CBBEL performed on the three lowest responsive bidders for previous performance and experience, CBBEL recommends that a contract be awarded for the Base Bid and Alternate Bid to Filotto Roofing, who was the lowest responsive bidder based on the submitted price for the Base Bid and the Alternate Bid, for their proposal in the amount of \$70,655.00.

If you have any questions, please do not hesitate to contact me.

Sincerely,



James Amelio, PE  
Project Manager

Encl.: As Noted

cc: Andrew Letson, Village of Lincolnwood  
Gerry Hennelly, CBBEL

**PROESEL PARK PICNIC SHELTER ROOF REPLACEMENT PROJECT**

**Village of Lincolnwood**

**Bid Opening: March 3rd, 2016**

(CBBEL Project No. 14-0090C1504)

**BID TABULATION**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	FILOTTO ROOFING	MASTER PROJECT, INC.	NATIONAL ROOFING	DCG ROOFING	OAKK CONSTRUCTION
				TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
BASE BID: VILLAGE OF LINCOLNWOOD PROESEL PARK PICNIC SHELTER ROOF REPLACEMENT PROJECT									
1	Remove and Replace Existing Asphalt Shingled Roof	LSUM	1	\$ 37,500.00	\$ 26,055.00	\$ 39,800.00	\$ 30,000.00	\$ 48,479.00	\$ 43,919.00
2	Remove and Replace Damaged or Deteriorated Wood Decking or Tongue and Groove Ceiling	SQUARE	2	\$ 4,000.00	\$ 2,100.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 4,600.00
3	Install New Ice and Water Shield Over Entire Roof or Underlayment	LSUM	1	\$ 8,000.00	\$ 7,020.00	\$ 3,800.00	\$ 10,650.00	\$ 10,968.00	\$ 13,965.00
4	Remove and Replace Existing Wood Fascia and Cap with Aluminum Fascia Cap	LSUM	1	\$ 12,000.00	\$ 9,600.00	\$ 5,300.00	\$ 8,000.00	\$ 5,872.00	\$ 14,730.00
5	Install New 6" Type K Gutters and Downspouts and Tie into Existing Drain Tiles	LSUM	1	\$ 15,000.00	\$ 10,920.00	\$ 5,100.00	\$ 8,000.00	\$ 11,621.00	\$ 10,951.00
TOTAL BASE BID				\$ 76,500.00	\$ 55,695.00	\$ 56,000.00	\$ 58,650.00	\$ 78,740.00	\$ 88,165.00
ALTERNATE BID: INSTALL NEW SKYLIGHTS									
6	Install New 4'-0" x 8'-0" Non Operating Skylights	EACH	8	\$ 14,000.00	\$ 14,960.00	\$ 16,000.00	\$ 14,168.00	\$ 18,048.00	\$ 77,478.00
TOTAL BASE BID + ALTERNATE BID				\$ 90,500.00	\$ 70,655.00	\$ 72,000.00	\$ 72,818.00	\$ 96,788.00	\$ 191,324.00

AS CORRECTED BY CBBEL

**CONTRACT BETWEEN  
VILLAGE OF LINCOLNWOOD**

**AND**

**FILOTTO ROOFING**

**FOR THE CONSTRUCTION OF**

**THE PROESEL PARK PICNIC SHELTER ROOF REPLACEMENT**

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**CONTRACTOR'S CERTIFICATION**

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**APPENDIX 1** - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“*Owner*”), and FILOTTO ROOFING, 2111 Oakland Avenue, Crest Hill, IL 60403 (“*Contractor*”), make this Contract as of the 15th day of March, 2016, and hereby agree as follows:

## **ARTICLE I** **THE WORK**

### **1.1 Performance of the Work**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

## **1.2 Commencement and Completion Dates**

Contractor shall commence the Work not later than the “Commencement Date” set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “Completion Date” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

## **1.3 Required Submittals**

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“**Required Submittals**”). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

#### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall

establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

### **1.6 Technical Ability to Perform**

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.8 Time**

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

### **1.9 Safety at the Work Site**

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

### **1.10 Cleanliness of the Work Site and Environs**

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

### **1.11 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

### **1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

### **1.13 Simultaneous Work By Others**

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

### **1.14 Occupancy Prior to Final Payment**

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

### **1.15 Owner's Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II CHANGES AND DELAYS**

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("***Change Order***"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business

days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

## **2.2 Delays**

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

## **ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

### **3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

### **3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time

within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

## **ARTICLE IV** **FINANCIAL ASSURANCES**

### **4.1 Bonds**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

### **4.2 Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the

expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

#### **4.3 Indemnification**

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

#### **5.2 Taxes and Benefits**

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

#### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("***Progress Payments***").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### **5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

#### **5.5 Liens**

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("**Lien**") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## **5.6 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

**ARTICLE VI**  
**DISPUTES AND REMEDIES**

**6.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

**6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

**6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of

actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

#### **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

### **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### **7.2 Relationship of the Parties**

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

#### **7.3 No Collusion**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

#### **7.4 Assignment**

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

#### **7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

#### **7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

#### **7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

#### **7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712  
Attention: Ashley Engelmann, Public Works Director

With a copy to: Holland & Knight LLP  
131 S. Dearborn Street, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Filotto Construction  
2111 Oakland Avenue  
Crest Hill, IL 60403

### **7.9 Governing Laws**

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

### **7.10 Changes in Laws**

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

### **7.11 Compliance with Laws**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall

have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### **7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

#### **7.13 Time of the Essence**

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

#### **7.14 Calendar Days and Time**

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

#### **7.15 Severability**

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

**7.16 Entire Agreement**

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supercedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

**7.17 Amendments and Modifications**

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

**ATTEST:**

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Beryl Herman, Village Clerk

\_\_\_\_\_  
Timothy C. Wiberg, Village Administrator

**ATTEST:**

**FILOTTO CONSTRUCTION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

SS

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ **EXECUTING OFFICER,**  
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**FILOTTO CONSTRUCTION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title:

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

*[Check applicable boxes and insert required information.]*

1. **Project:**

Proesel Park Picnic Shelter Roof Repairs, including removal and replacement of existing asphalt shingles, removal and replacement of deteriorated roof decking and exposed tongue and groove on underside of roof, removal and replacement of existing fascia, installation of new 6" aluminum gutters and downspouts and fascia cover. Installation of eight (8) 4'-0" x 8'-0" fixed non-opening skylights

2. **Work Site:**

Proesel Park Picnic Shelter  
6933 N. Kostner Avenue  
Lincolnwood, IL 60712

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

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4. **Commencement Date:** (Choose One)

\_\_\_\_\_ days following execution of the Contract by Owner

\_\_\_\_\_, 2016.

5. **Completion Date:**

\_\_\_\_\_ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

\_\_\_\_\_, 20\_\_, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$ \_300,000\_ injury-per occurrence

\$ \_500,000\_ disease-per employee

\$ \_\_\_\_\_ disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: \$ \_2,000,000\_

(2) Bodily Injury:

\$ \_500,000\_ per person

\$ \_1,000,000\_ per occurrence

(3) Property Damage:

\$ \_1,000,000\_ per occurrence, and

\$ \_2,000,000\_ aggregate.

(4) Other Coverage:

Coverage's shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

7. **Contract Price:**

**SCHEDULE OF PRICES (SEE ATTACHMENT A-1)**

8. Progress Payments:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows (when applicable):

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be

## ATTACHMENT A

adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

**ATTACHMENT A-1**  
**SCHEDULE OF PRICES**

Item No.	Description	Unit	Qty	Total Price
1	Remove and Replace Existing Asphalt Singled Roof	LSUM	1	\$26,055.00
2	Remove and Replace Damaged or Deteriorated Wood Decking or Tongue and Groove Ceiling	SQUARE	2	\$2,100.00
3	Install New Ice and Water Shield Over Entire Roof or Underlayment	LSUM	1	\$7,020.00
4	Remove and Replace Existing Wood Fascia and Cap with Aluminum Fascia Cap	LSUM	1	\$9,600.00
5	Install New 6" Type K Gutters and Downspouts and Tie into Existing Drain Tiles	LSUM	1	\$10,920.00
6	Install new 4'-0" x 8'-0" Non-Operating Skylights	EACH	8	\$14,960.00
<b>TOTAL CONTRACT PRICE</b>				<b>\$70,655.00</b>

**ATTACHMENT B**  
**SPECIFICATIONS**

**RESPONSIBILITIES OF CONTRACTOR**

**SECTION 00 72 23**

PART 1-      GENERAL

1.01      SCOPE

This Section establishes certain minimum requirements of Contractor's responsibilities for which the Contractor shall be fully liable for during the life of the Project and for the Work of this Contract.

1.02      RESPONSIBILITY OF CONTRACTOR

A.      General

The Contractor shall perform all Work of this Contract as specified in a neat and orderly manner, with skilled labor knowledgeable in the applicable trade(s), consistent with recognized work practices as required to perform the Work of this Contract and according to the Work Schedule. The Contractor shall be responsible for coordinating all phases of his/her Work with the work of others so as not to interfere with that work being performed by others. The Contractor shall be responsible for notification(s) prior to commencement of Work and/or during construction activities. The Contractor shall be responsible for providing at the Project Site a qualified construction supervisor or Superintendent.

B.      Work Schedule

Within ten (10) days after receiving the Notice to Proceed, the Contractor shall submit all items, and information required by Section 01 33 23 to complete the entire Work within the Contract Time stipulated for completion. The Work Schedule shall be subject to the review of the Owner's Representative. If, at any time during the progress of Work, the Owner's Representative is of the opinion that the Contractor is not adhering to such Schedule, the Owner's Representative may request the Contractor to increase his/her force to comply with the Work Schedule. It is the intent of this Contract that the Contractor only remove and replace that portion of any of the roofs which can only be removed and replaced within one working day. Failure of the Owner's Representative to request this shall not release the Contractor from his/her obligation to complete the Work of this Contract within the specified Contract Time.

C.      Supervision and Direction

The Contractor shall supervise and direct the Work. The

## RESPONSIBILITIES OF CONTRACTOR

Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain on the Project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall be fluent in the English language and speak the language and have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

### D. Safety

The Contractor shall be solely responsible for the safety of persons, property or the Work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to Project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe Project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the Work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Owner and the Owner's Representative at the time of the change.

### E. Repair of Damaged Items

The Contractor shall be entirely responsible for damages to structures of any kind and shall be liable for damages to public and private property. Repair of same shall be Contractor's responsibility and at Contractor's own expense, except where such items are to be removed and replaced as required by the Contract Documents, and/or as otherwise directed by the Owner's Representative during the course of Work, in which case said replacement unit(s) will be paid for at the Contract unit price, as bid.

## RESPONSIBILITIES OF CONTRACTOR

### F. Compliance

It shall be the responsibility of the Contractor to familiarize himself/herself and comply with all applicable laws, ordinances, rules, regulations and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss. Further, the Contractor shall comply with all requirements of these Contract Documents, including but not limited to referenced specifications and/or standards as well as the contents of the Occupational Safety and Health Act (OSHA), all codes and ordinances adopted by and in effect by Federal, State, County, **Village**, and municipal Governmental Bodies, and any other governmental agencies at any level having authoritative jurisdiction over the area of improvement and the type of Work to be performed.

### G. Existing Utilities

The Contractor shall be responsible to make his/her own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

The Contractor shall take due care in all phases of construction to protect any utility which may be affected by the Work of this Contract. Any damages to existing utilities shall be repaired immediately by the Contractor and at the Contractor's own expense.

The Contractor shall be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement.

### H. Assignment of Contract

The Contractor shall be fully responsible for assignments of the Contract, when assignments are made by the Contractor. Furthermore, no part of the Work herein specified shall be assigned (by the Contractor) without the written consent of the Owner, and in no case shall such consent relieve the Contractor or his/her surety from the obligations herein entered into by the same or change the terms of the Contract Agreement.

### I. Discrepancies

The Contractor shall not take advantage of any apparent discrepancies as may be presented by the Contract Documents.

## RESPONSIBILITIES OF CONTRACTOR

In the event the Contractor discovers any apparent discrepancy, the Contractor shall be responsible for immediately notifying the Owner's Representative in writing for an interpretation and/or decision; and such decision by the Owner's Representative shall be final. Should the Contractor, having knowledge of any such apparent discrepancy, proceed with the Work, such Work and/or related expenses shall be at the Contractor's own risk and cost.

END OF SECTION

**LIQUIDATED DAMAGES**

**SECTION 00 73 93**

**PART 1- LIQUIDATED DAMAGES**

In case of failure on the part of the Contractor to meet the Contract Completion Date, or any extensions thereof, as bid under the Bid Form (Section 00 41 00) for Completion of the Work, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages the sum of **\$250.00 for each calendar day** that completion is delayed. However, the total amount of liquidated damages to be assessed by the Owner in case of such delays, shall not exceed 10 percent of the original contract price.

In the event that it becomes necessary to terminate the Contractor's right to proceed with the Work under the Contract, such termination shall not relieve the Contractor of any responsibility for liquidated damages as set forth herein. If the Owner so terminates the Contractor's right to proceed, any resulting damage will include, subject to the limitation stated above, such liquidated damages as provided for herein until such reasonable time as may be required for completion of the Work by the Owner.

END OF SECTION

**SUMMARY OF WORK**

**SECTION 01 11 00**

PART 1-     GENERAL

1.01        DESCRIPTION OF WORK

- A.    General. The Work to be performed consists of furnishing labor, materials, equipment, and supervision as required by the Contract Documents for the **Proesel Park Picnic Shelter Roof Repairs** work as required and as herein specified, including any and all accessories associated with the installation. The Contractor shall submit a staged construction schedule so as to provide Owner verification that no portion of any roof cannot be completely removed and replaced in one working day. The Work to be performed is generally summarized to include but not be limited to the following.
  
- B.    Existing Roof Removal and Replacement. The existing asphalt shingled roof is a three tab shingled roofing system. The existing roofing material shall be removed in its entirety and all underlayment materials and protection board (if applicable) as required. All new roofing materials shall be an architectural type shingle. The work also includes removal and replacement of the existing roof underlayment paper or ice and water shield. The decking shall be checked for deterioration and any deteriorated decking or exposed tongue and groove material on ceiling of shelter shall be replaced.
  
- C.    Install ice and water shield over entire roof decking or underlayment materials. The ice and water shield shall be of the peel and stick type and shall be installed over the entire roof deck. See specifications for materials.
  
- D.    Remove and replace existing wood fascia board and cap with new painted aluminum fascia of the same size as existing. The Contractor shall remove all existing fascia and rebuild the new fascia with 1" x 12" lumber along the entire perimeter of the roof. When the fascia is complete, it shall be covered by painted aluminum fascia cap.
  
- E.    Install new 6" painted aluminum gutters and downspouts along with all required gutter flashing. Tie new gutters into existing drains via Contractor provided 6" diameter PVC pipe increaser.
  
- F.    Install 8 new 8'-0"L x 4'-0"W clear acrylic, non-opening sky lights, Velux type or equal, including all required flashing and supports.

## SUMMARY OF WORK

### 1.02 LOCATION OF THE WORK

The project work site is located **at 6933 N. Kostner Avenue.**

### 1.03 PHYSICAL CONDITIONS

#### A. General

The site on which the Work is to be performed has limited access and boundary constraints, all of which the Contractor accepts full responsibility. Any construction easement(s) or staging area(s) required by the Contractor (other than those that may be shown on the Drawings) shall be the responsibility of the Contractor. Any specialized machinery and/or equipment as required due to the limited access/boundary constraints/type of work to be performed shall be the responsibility of the Contractor.

#### B. Staging Areas

Prior to staging any equipment, materials, and/or appurtenances as may be required to perform the Work, the Contractor shall obtain the permission of the Owner. Any restoration of a damaged area attributed to Contractor staging shall be the Contractor's responsibility. Any special clean up required to restore disturbed areas shall be considered incidental to the Contract.

### 1.04 ACCESS TO JOB SITE

Access to the project site is possible via **existing roadways.**

The Contractor shall comply with the conditions and regulations of controlling agencies of public roads, access, rights-of-way restrictions, and other limitations affecting transportation and ingress and egress at the job site.

### 1.05 PROJECT BOUNDARIES AND CONTRACTORS USE OF PREMISES

The area of the project is limited to only the existing walkways around the shelter. Subject to restrictions placed upon the Contractor by the Owner, the Contractor may locate his/her facilities within the area as will best suit his/her operations; except that at no time shall the Contractor locate his/her facilities, equipment, or materials in a manner to obstruct access or in any way interfere with the normal operation of the

## SUMMARY OF WORK

surrounding community and/or the existing facilities.

### 1.06 ADDRESSING CORRESPONDENCE

All mail pertinent to the Work shall be sent by special delivery unless delivery by regular mail can be accomplished within three days. Receipt of such mail will be promptly acknowledged when acknowledgment is requested. If acknowledgment is requested and is not received in reasonable time, duplicate copies shall be forwarded.

On all correspondence the name and official position of the signer shall be typewritten or printed immediately below the handwritten signature.

All correspondence relating to contractual matters, including prices, delivery and changes in Scope of Work, shall be directed to the Owner with two copies to the Engineer.

The address of the **Owner** is:

**Village of Lincolnwood  
6900 N. Lincoln Avenue  
Lincolnwood, IL 60712**

Attention: **Ms. Ashley Engelmann  
Director of Public Works**

### 1.07 MEASUREMENT AND PAYMENT

#### A. Measurement

Measurement will be made for the Work as indicated in the Bidding Schedule and/or as indicated herein.

1. Existing asphalt shingled roof and underlayment removal and replacement includes removal of all shingles and vapor barrier and any other existing roofing materials, legal disposal of all materials, replacement of underlayment and installation of architectural type shingle and ice and water shield roofing system. All roof vents and penetrations including the chimney shall be reflashed and reroofed.
2. Removal of all existing gutters and installation of new gutters. New gutters to be 6" painted aluminum. Test to assure installation is leak proof and positive drainage is achieved. All gutters shall be

## SUMMARY OF WORK

as manufactured by Peterson Aluminum Co.

3. Installation of new downspouts to match proposed 6" painted aluminum gutters. Test to assure installation is leak proof and positive drainage is achieved. All downspouts to be as manufactured by Peterson Aluminum Co.
4. Fascia removal and replacement includes all fascia around perimeter of roof. All new fascia shall receive 0.040" thick painted aluminum sheet metal fascia cap as manufactured by Peterson Aluminum Co. The color of the metal shall be selected by Owner.
5. All required adjustments to building vents and related mechanical and electrical equipment due to the roofing work and roofing material required shall be made to the satisfaction of the Owner and shall be considered incidental to this Contract.
6. All required adjustments and/or removal and relocation of communication equipment and lighting units will be considered incidental to the Contract.
7. All required adjustments to building mechanical and electrical equipment due to the additional roof insulation and roofing material required shall be made to the satisfaction of the Owner and shall be considered incidental to this Contract.
8. The installation of 8 new 8'-0"L x 4'-0"W clear acrylic non-opening skylights, Velux type or equal, including all required rough openings, flashing and supports required for the complete installation of the skylights.

These prices shall be full compensation for furnishing all materials, equipment and labor, and for performing the Work including installation and testing and providing the required bond(s) and insurance(s) and all incidentals necessary to complete the Work, whether specified or not.

Payment will not be made for any other Items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

**PROJECT MEETINGS**

**SECTION 01 31 19**

PART 1- GENERAL

1.01 PRECONSTRUCTION CONFERENCE

A. General

Within 10 days after issuance of the Notice to Proceed, a preconstruction conference will be held at the location, date, and time to be designated by the Owner. Contractor shall be readily available to attend this meeting and shall make the necessary arrangements to have those individuals (including subcontractors) experienced and knowledgeable, and who will be in the direct charge of the Work, to also attend the meeting.

B. Agenda

The matters to be discussed will include:

1. Set final completion date for the Work of this Contract in accordance with Notice to Proceed and identify time period.
2. Details of construction sequence, including the bar chart submitted with the Bid, lead times of equipment procurement, as well as the date by which the Contractor must place his/her material or equipment order to complete the Work within the construction schedule time limitations set in Section 00 72 23.
3. Communication and general correspondence procedures between the involved parties. The Owner will designate his/her representative and/or Engineer at the time of this meeting.
4. The names and titles of all persons authorized by the Contractor to represent and execute documents for the Contractor.
5. The names, addresses, and telephone numbers of all those authorized by the Contractor to act for him/her in emergencies. Contractor to provide phone/fax/pager numbers of those individuals who will be available and responsible for the Work on a 24-hour per day basis, 7 days per week.
6. Access and rights-of-way furnished by the Owner.

## PROJECT MEETINGS

7. Forms and procedures for Contractor's Submittals as described in Section 01 33 23.
8. Construction equipment and methods proposed by the Contractor. The Contractor shall submit a list of equipment to be used in the Work.
9. Administrative and general matters as needed.
10. Parking areas for public and Contractor.
11. Subcontractors.
12. Payment estimates and submittals for payment.
13. Progress meetings during the course of the Work.

### 1.02 WEEKLY CONSTRUCTION MEETINGS

Construction meetings shall be held once every week or more frequently as needed or called by the Contractor or the Owner. All matters bearing on the progress and performance of the Work since the preceding progress meetings shall be discussed and resolved, including, without limitation, any previously unresolved matters, deficiencies in the Work or the methods being employed for the Work, and problems, difficulties, or delays which may be encountered, in order that the Work may be constructed on schedule and within cost.

#### PART 2- PRODUCT

Minutes of construction meetings shall be prepared by the Contractor subject to the review of the Owner or Owners Representative having participated in the meeting.

#### PART 3- EXECUTION

Minutes of construction meetings shall be submitted to the Owner or Owners Representative no later than 72 hours following the meeting.

#### PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All cost of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

**MATERIAL AND EQUIPMENT**

**SECTION 01 33 16**

PART 1-     GENERAL

1.01        SCOPE

A.        Description

This Section covers minimum general requirements related to and including, but not limited to the following:

1.    Products.
2.    Transportation and handling.
3.    Storage and protection.
4.    Product options.
5.    Substitutions.

B.        Related Work

1.    All Sections of the Contract Documents including Bidding Documents and Drawings.
2.    Refer to related Specification Sections for details.

1.02        PRODUCTS

- A.    Products: Means new material, machinery, components, equipment, fixtures and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B.    Do not use materials and equipment removed from existing facilities or premises, except as specifically permitted by the Contract Documents.
- C.    Provide interchangeable components of the same manufacturer, for similar components.

1.03        TRANSPORTATION AND HANDLING

- A.    Transport and handle products in accordance with manufacturer's instructions.
- B.    Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are

## MATERIAL AND EQUIPMENT

undamaged.

- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

### 1.04 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Do not allow mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

### 1.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications.

### 1.06 SUBSTITUTIONS

- A. Owner will consider requests for Substitutions only at time of Bid. Where Specifications indicate "No Substitutions Allowed", the Contractor shall provide the designated manufacturers equipment without exception.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document request with complete data substantiating compliance of proposed Substitution with Contract Documents.

## MATERIAL AND EQUIPMENT

- D. A request constitutes a representation that the Contractor:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  2. Will provide the same warranty for the Substitution as for the specified product.
  3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension which may subsequently become apparent.
  5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration 10 days prior to bid date. Limit each request to one proposed Substitution.
  2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.
  3. The Owner will notify Contractor, in writing, of decision to accept or reject request.

END OF SECTION

## EQUIPMENT & MATERIAL SUBMITTALS

### SECTION 01 33 23

#### PART 1- GENERAL

##### 1.01 SCOPE

- A. This Section establishes minimum requirements and procedures for Equipment Submittals made by the Contractor for materials and equipment provided for under the Work of this Contract. Specific details for additional drawings, data and information to be submitted shall be in accordance with the applicable requirements of other Sections of these Specifications.
- B. Acceptable Manufacturers and Equipment Suppliers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or equal" whether such words are shown or not. The Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. The burden of proof as to comparative quality and suitability of alternatives shall be upon the Contractor. Specified items are preferred.

##### 1.02 SUBMITTAL SCHEDULE

The Contractor shall, within 10 days after receiving the Notice to Proceed, prepare and submit for review a detailed list of all the submittals which he/she proposes to make to meet the requirements stated herein and those cited in other Sections of the Contract Documents including the dates on which he/she proposes to make such submittals. The list shall include Working Drawings, Field Detail Drawings, Project Record Documents, Quality Control Procedures, and all other items for which a submittal is required. The list shall include identifying references for each item to relate it to the specific item of the Contract Documents.

With each revision or certification of the Construction Schedule, the Contractor shall either revise this schedule of submittals and submit it for review or certify that the previously furnished schedule is still in effect.

After the Submittal Schedule is reviewed by the Owner's Representative, it shall become the basis for the submittal of all items by the Contractor.

## EQUIPMENT & MATERIAL SUBMITTALS

### 1.03 SUBMITTAL REQUIREMENTS

#### A. General

The Contractor shall furnish for review his/her Submittals as outlined herein and in the Specifications. Submittals shall confirm compliance with the requirements of the Contract Documents. Submittals of equipment drawings shall be made prior to the fabrication of the equipment. The sequence of submission shall be such that information is available for review of each Submittal when it is received. All Submittals furnished formally shall bear an approval stamp or a certification. The stamp or certification shall be signed by an authorized representative of the Contractor. The Contractor's stamp or certification on any Submittals shall constitute a representation to the Owner that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or that he/she assumes full responsibility for doing so, and that he/she has reviewed and coordinated each Submittal with the requirements of the Contract Documents. Before submitting any drawings for review, the Contractor shall obtain approval of the list of drawings he/she proposes to submit, showing sequence of submittal and submittal dates. All drawings shall be submitted in accordance with the Submittal Schedule as previously specified herein.

B. All submittals shall be addressed to the Owner or as otherwise directed by the Owner.

#### C. Outline Drawings

The Contractor shall submit outline drawings of the equipment to be furnished together with estimated weights, operating forces, external forces, anchoring details, and sufficient overall dimensions, to facilitate preparation of final designs of the structures into which the equipment is to be incorporated.

#### D. Wiring Diagrams

The Contractor shall submit complete schematic and full-line wiring diagrams for all equipment furnished by him/her. The Contractor shall furnish drawings of switch developments for all instrument and control switches and internal connection diagrams for all instruments, relays, regulators, and other devices. One print of each wiring diagram will be returned on which will be marked the wire notations and cable numbers for outgoing circuits where this information is not otherwise available to the Contractor. The Contractor shall add this

## **EQUIPMENT & MATERIAL SUBMITTALS**

information to his/her drawings. Adequate space shall be allowed on the wiring diagrams to accomplish this.

### **E. Detail Drawings and Erection Drawing**

Before proceeding with fabrication or manufacture of the material and equipment designed and furnished by him/her, the Contractor shall submit the designs, design computations when requested, apparatus ratings, detailed specifications, general assembly drawings, sufficient subassembly drawings, details, and control and wiring diagrams to demonstrate fully that all parts will conform to the provisions and intent of the Contract Documents and to the requirements of their installations, operations, and maintenance. These drawings shall substantially conform to the Bid and Contract Drawings and shall show all necessary dimensions; all field joints and subassemblies in which the Contractor proposes to ship the equipment; locations and sizes of auxiliary connections for oil, grease, water and air; and the terminal boxes and wire sizes for electrical circuits. Before proceeding with fabrication or purchase, the Contractor shall submit shop drawings and/or catalog cuts as appropriate of items designed but not detailed on the Contract Drawings including, but not limited to structural steel and metal frames, covers, and gratings.

### **F. Field Detail Drawings**

Layout drawings for any and all embedded components of the equipment such as but not limited to, piping, conduit, anchor bolts/plates, thimbles, etc. shall be submitted. These drawings shall be based on the Contract Drawings and shall contain sufficient detail for construction in the field.

### **G. Review of Drawings**

1. The Contractor shall make all required submittals in .pdf format. All drawings submitted shall, insofar as practicable, be of one standard size, measuring approximately 24 x 36 inches. The Contractor's drawings shall have a blank area of 4 x 4 inches adjacent to the drawing title block for the review stamp of the Owner's Representative. The Contractor shall verify by inspection of sample reproductions that good legible reproductions can be obtained from the reproducible before submittal.
2. Within two weeks of receipt of shop drawings or manufacturer's data, the Owner's Representative will return one copy of each drawing and/or data sheet marked to indicate the result of the Owner's Representative's

## EQUIPMENT & MATERIAL SUBMITTALS

review, as follows:

- a. "REVIEWED" - Revision of drawing or data will not be required.
  - b. "REVIEWED WITH CORRECTIONS" - Contractor shall revise the drawings or data and shall submit four print copies and one reproducible copy for Owner's Representative's records.
  - c. "REVISE AND RESUBMIT" - Contractor shall revise the drawing or data and shall resubmit the revised drawing or data to the Owner's Representative for review.
  - d. "REJECTED" - Drawings are non-conforming and do not meet intent of Specifications.
3. Copies marked "REVIEWED" or "REVIEWED WITH CORRECTIONS" authorize the Contractor to proceed with construction or fabrication covered by those drawings or data sheets with corrections, if any, incorporated.
  4. Review will not relieve the Contractor of responsibility for conformity to the Contract Documents and correct detail and fit of parts when installed.
  5. If minor revisions are made after a drawing has been returned to the Contractor marked "REVIEWED", the Contractor shall furnish without delay one print copy and one reproducible copy subsequent to each revision. No major revision affecting the design shall be made after a drawing has been marked "REVIEWED" without resubmitting the drawing.
  6. When prints of drawings have been marked "REVIEWED WITH CORRECTIONS" or "REVISE AND RESUBMIT" the Contractor shall make the necessary corrections and submit four print copies and one paper-type reproducible. Every revision shall be shown by number, date, and subject in a revision block, and in addition, each revised drawing shall have its latest revision clearly indicated. Submitted drawings which do not illustrate these indications will be considered non-conforming.
  7. The applicable parts of the requirements of the above paragraphs with reference to the drawings shall apply equally to design data, catalog cuts, illustrations, printed specifications, draft reports or any other submittals furnished for review.

## EQUIPMENT & MATERIAL SUBMITTALS

8. The Contractor shall make any changes in the designs which are necessary to make the equipment conform to the provisions and intent of the Contract Documents, without additional cost to the Owner.
9. Should an error be found in a Contractor's drawing during the erection of structures or installation of equipment, the correction, including any field changes found necessary, shall be noted on the drawing, and it shall be resubmitted for review, and recorded as outlined above.

### H. Record Drawings

Prior to completion of the Work under the Contract Documents, the Contractor shall furnish one complete set of full-size permanent reproducible copies of approved quality and type and 3 full size sets of prints of all Contractor's drawings and equipment as finally built, including any field changes.

### I. Operating and Maintenance Instructions

1. Two hard copy sets and one .pdf version of detailed operating and maintenance instruction manuals which shall include reduced-size copies of applicable drawings, applicable parts lists and catalogs covering all equipment furnished and which may be needed or useful in operation, maintenance, repairs, dismantling or assembling, and for repair and identification of parts for ordering replacements, shall be furnished as specified.
2. Furnish operation and maintenance manuals for the various types of equipment and systems, as required by the Contract Documents. Unless otherwise indicated, a separate manual shall be furnished for each piece of equipment and/or system. The manual shall include complete information necessary to operate, maintain and repair the equipment and/or system and shall include the following specific requirements:
  - a. Table of contents and index.
  - b. Brief description of the equipment/system and principal components.
  - c. Starting and stopping procedures both normal and emergency.
  - d. Installation, maintenance and overhaul instructions which shall include detailed assembly

## EQUIPMENT & MATERIAL SUBMITTALS

drawings with parts list and numbers, and recommended spare parts list with recommended quantity, manufacturer's price, suppliers address and telephone number.

- e. Recommended schedule for servicing including technical data sheets that indicate weights and types of oil, grease or other lubricants recommended for use and their application procedures.
  - f. One copy of each component wiring diagram and the system wiring diagram showing wire size and identification.
  - g. One approved copy of each submittal with any changes made during construction properly noted including test certificates, characteristic curves, factory and field test results.
  - h. For electrical systems include dimensioned installation drawings, single line diagrams, control diagrams, wiring and connection diagrams, list of material for contactors, relays and controls, outline drawings showing relays and controls, outline drawings showing relays, meters, controls and indication equipment mounted on the equipment or inside cubicles, control and protective schematics and recommended relay settings.
3. Submittal Requirements: One preliminary copy of the manual in .pdf format shall be submitted no later than the date of shipment of equipment, and installation shall not begin until they are accepted by the Owner's Representative. One approved hard copy and one in .pdf format of complete manual shall be delivered to the Owner's Representative prior to Owner's Representative inspections and tests.

### J. Language

All drawings, design data, reports, instructions, catalogs, illustrations, and printed specifications shall be submitted in English.

### K. System of Units of Measurement

All units of measurement used shall be in the U.S. Customary System.

**EQUIPMENT & MATERIAL SUBMITTALS**

PART 2-     PRODUCTS

(Refer to Paragraph 1.03, Submittal Requirements, of this Section.)

PART 3-     EXECUTION

(Refer to Paragraph 1.02, Submittal Schedule, of this Section.)

PART 4-     MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

## SPECIAL PROJECT PROCEDURES

### SECTION 01 35 13

#### PART 1- GENERAL

##### 1.01 SCOPE

This Section establishes certain minimum requirements for special project procedures unique to the area which the Contractor shall be responsible for during the execution of the Work of this Contract.

##### 1.02 CONTRACTOR CONDUCT

The Contractor and all of the Contractor's personnel shall at all times behave and conduct themselves professionally in every way and manner when performing the Work of this Contract. Any conduct deemed unbecoming and/or non-professional shall be grounds for immediate discharge of the individuals behaving in said manner.

#### PART 2- PRODUCTS

(Not applicable to this Section.)

#### PART 3- EXECUTION

##### 3.00 CONTRACTOR'S SITE SUPERVISOR

- A. The Contractor shall be responsible for providing a full-time site supervisor, who shall be fluent in English and skilled in all phases of the Work of this Contract. The Contractor's site supervisor shall act as a liaison between the general public and users of the facility who may be affected in some way by this Project, and shall be on-site and available whenever Work of this Project is being performed. The Contractor's site supervisor shall be experienced in the actual Work to be performed.

##### 3.01 GENERAL NOTIFICATION

The Contractor shall notify Christopher B. Burke Engineering, Ltd. at 847-823-0500, attention: Mr. Gerry Hennelly and the **Village of Lincolnwood** at (847) 675-0888, Ms. Ashley Engelmann at least two (2) working days (48 hours) in advance of commencement of construction. (Notification to the Engineer and Owner shall be in writing.)

##### 3.02 NOTICE TO GENERAL PUBLIC

Whenever the Contractor anticipates starting Work, whether at the beginning of the Contract or starting a phase, or after

## SPECIAL PROJECT PROCEDURES

any cessation of Work, the Contractor shall at least two (2) working days (48 hours) prior to starting said Work, post notifications at the Work site location. Such notifications shall first be approved by the **Village**.

The Contractor shall also notify users of the facility, individual property owner's and/or tenants in close proximity of anticipated Work and/or affected in any way (either directly or indirectly) by the Work. Such notification shall be coordinated with the **Village** prior to notification.

The Contractor shall utilize an approved Notification Form for notification. An example copy of this Notification Form shall be subject to the review of the Owner and the Owner's Representative. The Contractor shall submit a copy of the proposed Notification Form for review at the Preconstruction Meeting in accordance with Section 00 72 23.

### 3.03 PROPERTY ACCESS

The Contractor shall be required to provide access to the **Public Works Facility** at all times during construction operations.

### 3.04 LANDSCAPE & TREE PROTECTION

Protect all landscaping and trees as may be required.

### 3.05 INITIAL CLEAN-UP

All garbage and debris shall be removed from the site daily in accordance with the applicable requirements of Section 01 74 16, Maintenance of Work Site and Daily Clean-Up. Under no circumstances shall any type of garbage or debris be placed in containers other than as provided by the Contractor.

All pavement areas shall be kept clear and clean on a daily basis during the course of the Work.

END OF SECTION

## MOBILIZATION AND DEMOBILIZATION

### SECTION 01 71 13

#### PART 1- GENERAL

##### 1.01 MOBILIZATION

Mobilization shall include, but is not necessarily limited to the following:

Moving of construction materials, tools, supplies, equipment, accessories, and personnel to the job site.

Setting up the Contractor's complete construction/ erection equipment, and other construction facilities.

##### 1.02 DEMOBILIZATION

Demobilization shall include the removal from the job site of all construction/erection equipment, equipment and accessories, materials, supplies, appurtenances, construction debris, and the like upon completion of the Work.

##### 1.03 NOTIFICATION

Provide Owner and **Owner's Representative** 48 hours advance notice of any mobilization/demobilization activities.

END OF SECTION

## CUTTING AND PATCHING

### SECTION 01 73 29

#### PART 1-     GENERAL

##### 1.01        SCOPE

This Section covers cutting and patching where required to perform the Work of these Contract Documents.

##### 1.02        QUALITY ASSURANCE

Cutting and patching shall be performed in accordance with recognized and applicable standards of construction using materials equal to or exceeding those of the parent structure.

##### 1.03        SUBMITTALS

- A.    Before doing any cutting as required to complete the Work, submit a written notice to Owner's Representative, and the Owner of the specific item involved requesting consent, including:

Description of affected work

Necessity for cutting

Scope of cutting and patching

Trades and products to be used and extent of refinishing

- B.    Prior to doing cutting and patching identified in writing by Owner's Representative as additional work, submit a cost estimate.

#### PART 2-     PRODUCT

Materials used for replacement of work removed shall be of the same type, style, size, thickness, etc. of like new materials for the type of work to be performed.

#### PART 3-     EXECUTION

##### 3.01        GENERAL

- A.    Perform all cutting and patching required to complete the Work.
- B.    Cutting and patching shall include the cutting, fitting, or patching necessary to:

## CUTTING AND PATCHING

1. Accomplish/perform modifications to existing structures as shown on the Drawings.
  2. Remove and replace defective or deteriorated work.
  3. Remove and replace work not conforming to the Contract Documents.
- C. All Work shall be performed by skilled workers licensed to perform the Work of the trade involved and/or as may be required.

### 3.02 EXECUTION

- A. Protect adjacent portions of the Work and existing facilities from damage due to cutting and patching operations.
- B. Restore work which has been cut or removed. Install new products to provide completed Work meeting all requirements of the Contract Documents.
- C. Refinish entire surfaces as necessary to provide an even and uniform finish.

END OF SECTION

**MAINTENANCE OF WORK SITE & DAILY CLEAN-UP**

**SECTION 01 74 16**

PART 1-     GENERAL

This Section covers general maintenance of the Work Site and daily clean-up which the Contractor shall be responsible for the duration of the Project, and includes, but is not limited to storage, stockpiling and/or protection of materials and Work.

PART 2-     PRODUCTS

(Not applicable to this Section.)

PART 3-     EXECUTION

3.00        GENERAL

Contractor shall comply with all applicable requirements specified in Section 00 72 23.

3.01        MAINTENANCE OF WORK SITE

The Contractor shall keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Owner's Representative, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris and rubbish connected with, or caused by said Work, immediately upon the completion of the same and shall clean all structures and Work constructed under this Contract to the satisfaction of the Owner's Representative and leave the premises in an approved condition insofar as affected by the Work under this Contract.

3.02        DAILY CLEAN-UP

Each day before the Contractor shuts down Work operations for the day, the Contractor shall clean all areas in/around/adjacent to the Work site of all dirt, mud, debris, or other items deposited thereupon resulting from the Work.

3.03        RESPONSIBILITY FOR PROTECTION OF MATERIALS

The Contractor shall be responsible for the safe storage of all equipment and materials furnished by, or to, or accepted by the Contractor, and intended for the Work until such equipment or material has been incorporated into the completed Project. Such equipment and materials as well as their related

## MAINTENANCE OF WORK SITE & DAILY CLEAN-UP

appurtenances and accessories shall, unless otherwise directed by the Owner, be unloaded at the "staging site" point of delivery, hauled to, and distributed as necessary to the specific Work site of the Project, by the Contractor. They shall at all times be handled with care to avoid damage.

All construction materials and areas shall be protected by the Contractor by the use of construction fencing to prevent accidental or pre-meditated damage. The fencing shall be temporary 6'-0" high chain link type. All cost associated with the supervision, the repair, or the replacement of damaged areas shall be considered incidental to the Contract.

### 3.04 STOCKPILING MATERIAL

Materials shall be so stockpiled as not to endanger the Work and so that free access may be had at any time to all parts of the Work, and shall be kept neatly piled so as not to inconvenience public travel, private property owners, or adjoining tenants.

At no time shall material be stored in the street.

END OF SECTION

## FINAL INSPECTION AND ACCEPTANCE

### SECTION 01 80 00

#### PART 1- GENERAL

- 1.01 Upon completion of all Work specified in the Contract Documents, the Contractor shall perform final field alignments, adjustments, and tests to verify that the overall performance as specified have been satisfied. Acceptance tests conducted on the completed installation will be witnessed and subject to the approval of the Owner's Representative.
- 1.02 When all Work has been completed and the equipment has been installed, tested, placed into operation, and subsequently has satisfactorily operated, a thorough inspection will be made by the Owner in the company of the Contractor and the Owner's Representative, and if the Work is found to comply with the Specifications, the Work will be formally accepted and the Contractor so notified in writing as to the Final Acceptance of the Work by the Owner.
- 1.03 Should any Work be found to be inadequate, faulty, or otherwise not in accordance with these Specifications, it shall be the Contractor's responsibility to correct such Work at the Contractor's own expense, prior to Final Acceptance.
- 1.04 The period of equipment and workmanship guarantees shall commence immediately after Final Acceptance. Upon being notified of the Final Acceptance, the Contractor shall supply, to the Owner, a certificate of guarantee which shall guarantee all equipment and workmanship for a period of not less than one year or as otherwise specified in subsequent Sections of the Specifications. Guarantees shall be unconditional. Limited guarantees are not acceptable.

#### PART 2- PRODUCT

A "Final Inspection" report prepared by the Contractor shall be submitted to the Owner's Representative documenting the results of the Final Inspection.

#### PART 3- EXECUTION

Advise Owner's Representative a minimum of 72 hours prior to performing the Final Inspection.

#### PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid

**FINAL INSPECTION AND ACCEPTANCE**

for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

**RIGID BOARD INSULATION**

**SECTION 07 21 00**

PART 1-     GENERAL

1.01        DELIVERY, STORAGE AND HANDLING

- A.     Handle products carefully, ensuring board corners are not broken and boards are not damaged.
- B.     Do not store product exposed to direct sunlight. If stored outdoors, cover product with light-colored opaque tarpaulins to protect from solar radiation.

PART 2-     PRODUCTS

2.01        MATERIALS

- A.     Roof Deck Plywood: ½" inch thick marine grade plywood in 4' x 8' sheets, square edges, nailed in place.

PART 3-     EXECUTION

3.01        EXAMINATION

- A.     Ensure vapor retardant membrane is clean and dry.
- B.     Verify that substrate is flat, sound, clean and free of oil, grease, objectionable air surface voids, fins, irregularities, materials or substances that may impede adhesive bond.

3.01        INSTALLATION - INSULATION

- A.     Install roof deck boards parallel to roof perimeter edges.

END OF SECTION

## ROOFING UNDERLAYMENT

### SECTION 07 30 10

#### PART 1- GENERAL

##### 1.01 SUMMARY

- A. This Section specifies a self-adhering sheet membrane used as underlayment for sloped roofs.
1. Severe climate application, 180F resistance, Grace Ice & Water Shield.
- B. Related Sections: Refer to the following specification sections for coordination:
1. Section 07 31 00 - Fiberglass Roofing Shingles.
- C. Referenced Standards: Comply with the requirements of the following standards published by ASTM International to the extent referenced in this section.
1. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension.
  2. ASTM D461 - Standard Test Methods for Felt.
  3. ASTM D 903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
  4. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
  5. ASTM D3767 - Standard Practice for Rubber-Measurement of Dimensions.
  6. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
  7. ASTM G90 - EMMAqua test.

##### 1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions.

##### 1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with requirements of authorities having jurisdiction and applicable codes at the location of the project.
- B. Manufacturer: Minimum 10 years experience producing roofing underlayment.
- C. Installer: Minimum 2 years experience with installation of similar underlayment.

## ROOFING UNDERLAYMENT

### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and products in unopened factory labeled packages. Protect from damage.
- B. Cover materials and store in dry condition between temperatures of 40 and 90 degrees F (5 and 32 degrees C). Use within one year of date of manufacture. Do not store at elevated temperatures as that will reduce the shelf life of the product.

### PART 2- PRODUCTS

#### 2.01 MANUFACTURER

- A. Manufacturer: Grace Construction Products, 62 Whittemore Avenue, Cambridge, MA 02140, Toll Free 866-333-3726, [www.na.graceconstruction.com](http://www.na.graceconstruction.com) or equal.

#### 2.02 MATERIALS

- A. Self-Adhering Sheet Membrane Roof Underlayment: Provide Ice and Water Shield with the following characteristics:
  - 1. Material: Cold applied, self adhering membrane composed of a high strength polyethylene film coated on one side with a layer of rubberized asphalt adhesive and interwound with a disposable release sheet. An embossed, slip resistant surface is provided on the polyethylene.
  - 2. Color: Gray-black.
  - 3. Membrane Thickness: 40 mil (1.02 mm) ASTM D3767 procedure A (Section 9.1).
  - 4. Tensile Strength, Membrane: 250 psi (1720 kN/m<sup>2</sup>) ASTM D412 (Die C modified).
  - 5. Elongation, Membrane: 250% ASTM D412 (Die C modified).
  - 6. Low Temperature Flexibility: Unaffected @ -20°F (-29°C) ASTM D1970.
  - 7. Adhesion to Plywood: 3.0 lbs/in. width (525 N/m) ASTM D903.
  - 8. Permeance (Max): 0.05 Perms (2.9 ng/m<sup>2</sup>s Pa) ASTM E96.
  - 9. Material Weight Installed (Max): 0.3 lb/ft<sup>2</sup> (1.3 kg/m<sup>2</sup>) ASTM D461.
  - 10. Service Temperature: 180 degrees F (82.2 degrees C) per ASTM D1204
  - 11. Primer: Water-based Perm-A-Barrier WB Primer by Grace Construction Products.
  - 12. Code and Standards Compliance:
    - a. Underwriters Laboratories Inc. Class A fire classification under fiber-glass shingles and Class C under organic felt shingles (per ASTM

## ROOFING UNDERLAYMENT

- E108/UL 790).
- b. Underwriters Laboratories Inc. Classified Sheathing Material Fire Resistance Classification with Roof Designs: P225, P227, P230, P237, P259, P508, P510, P512, P514, P701, P711, P717, P722, P723, P732, P734, P736, P742, P803, P814, P818, P824.
  - c. International Conference of Building Officials (ICBO-ES) Report No. 3997.
  - d. Building Officials and Code Administrators (BOCA-ES) Evaluation Report No. 94-33.

### PART 3- EXECUTION

#### 3.01 EXAMINATION

- A. Prior to start of installation, inspect existing conditions to ensure surfaces are suitable for installation of roofing underlayment. Verify flashing has been installed. Starting work indicates installers' acceptance of existing conditions.

#### 3.02 INSTALLATION

- A. Installation: Install roofing underlayment on sloped surfaces at locations indicated on the Drawings, but not less than at hips, ridges, eaves, valleys, sidewalls and chimneys, and surfaces over interior space within 36 inches (914 mm) from the inside face of the exterior wall. Strictly comply with manufacturer's installation instructions including but not limited to the following:
  - 1. Schedule installation such that underlayment is covered by roofing within the published exposure limit of the underlayment.
  - 2. Do not install underlayment on wet or frozen substrates.
  - 3. Install when surface temperature of substrate is a minimum of 40 degrees F (5 degrees C) and rising.
  - 4. Remove dust, dirt, loose materials and protrusions from deck surface.
  - 5. Install membrane on clean, dry, continuous structural deck. Fill voids and damaged or unsupported areas prior to installation.
  - 6. Prime concrete and masonry surfaces using specified primer at a rate of 500-600 square feet per gallon (12-15 sqm/L). Priming is not required for other suitable clean and dry surfaces.
  - 7. Install membrane such that all laps shed water. Work from the low point to the high point of the roof at all times. Apply the membrane in valleys before the membrane is applied to the eaves. Following placement along the eaves, continue application of the membrane up the roof. Membrane may be installed

## ROOFING UNDERLAYMENT

either vertically or horizontally after the first horizontal course.

8. Side laps minimum 3-1/2 inches (89 mm) and end laps minimum 6 inches (152 mm) following lap lines marked on underlayment.
9. Patch penetrations and damage using manufacturer's recommended methods.

### 3.03 CLEANING AND PROTECTION

- A. Protection: Protect from damage during construction operations and installation of roofing materials. Promptly repair any damaged or deteriorated surfaces.
- B. Repair minor damage to eliminate all evidence of repair. Remove and replace work which cannot be satisfactorily repaired in the opinion of the Architect.
- C. Provide temporary protection to ensure work being without damage or deterioration at time of final acceptance. Remove protective film and reclean as necessary immediately before final acceptance.

END OF SECTION

FIBERGLASS ROOFING SHINGLES

SECTION 07 31 00

PART 1- GENERAL

1.01 SCOPE

This Section covers architectural type fiberglass roofing shingles to be furnished, installed and tested. Continuous ice and water shield and underlayment shall also be provided as well as all necessary flashing and replacement of vents. Incidentals, where required, shall be included under this Section of Work.

1.02 QUALITY ASSURANCE

- A. Use products produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Owner's Representative.
- B. Furnish written twenty (20) year unlimited warranty providing a guarantee to repair without expense to Owner any leaks that may occur due to defective materials or faulty installation.

1.03 SUBMITTALS

Submittals shall include but not be limited to product description, specifications and certification of UL classification required by these Specifications. Submit samples as requested by Owner's Representative.

PART 2- PRODUCTS

2.01 FIBERGLASS SHINGLES

- A. Manufacturer                      Certainteed, GAF, Johns Manville or equal.
- B. Product                              Type and style to match existing.
- C. Fire Resistance                      UL Class A.
- D. Wind Resistance                      Self sealing, UL rated.
- E. Color                                  To be approved by Owner; (match existing).
- F. Material                                Fiberglass, 300 lbs. per sq. (min.)
- G. Warranty                                Unlimited 20 year warranty.

2.02 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by Contractor subject to the approval of the

## FIBERGLASS ROOFING SHINGLES

Owner's Representative.

### B. Roof Membrane

1. Manufacturer W.R. Grace & Company or equal.
2. Product Ice & Water Shield or equal.
3. Size 36" wide rolls.
4. Coverage Entire roof deck and fascia.

C. Underlayment to be continuous rubber modified bituminous type.

## PART 3- EXECUTION

### 3.00 DELIVERY, STORAGE, AND HANDLING

Materials shall be delivered to site in unbroken bundles, with labels affixed to each identifying manufacturer. Bundles which show visible signs of damage shall be cause for rejection. Store and protect materials in accordance with manufacturer's recommendations.

### 3.01 INSPECT SURFACE CONDITIONS

Inspect surfaces to which materials are to be applied. Examine the areas and conditions under which the Work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

### 3.02 INSTALLATION AND TESTING

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Install the Work of this Section in strict accordance with the manufacturer's recommendations. Final installation shall be leak proof. Contractor shall demonstrate same by hose test in the presence of the Owner's Representative.

END OF SECTION

## GUTTERS AND DOWNSPOUTS

### SECTION 07 71 00

#### PART 1- GENERAL

##### 1.01 SCOPE

This Section covers rain drainage units consisting of gutters, downspouts, parapet caps and related accessories to be furnished installed and tested. Fittings, connectors, supports and anchors, where required, shall be included under this Section of Work.

##### 1.02 QUALITY ASSURANCE

###### A. Acceptable Materials & Manufacturer

Gutters, downspouts and parapet caps shall be aluminum as manufactured by Peterson Aluminum Co., Alcoa or equal.

###### B. Warranties

Furnish written twenty (20) year unlimited warrantee providing a guarantee to repair without expense to the Owner any leaks that may occur due to defective materials or faulty installation.

###### C. Field Coordination

Coordinate rain drainage work with roofing, flashing, trim, and the construction of decks, parapets, walls, and other adjoining work, to provide a permanently leak-proof, secure, and non-corrosive installation.

##### 1.03 SUBMITTALS

A. Submit material list of proposed products to be provided under this Section.

B. Submit manufacturer's printed specifications and installation instructions and drawings, and other data needed to prove compliance with the specified requirements.

C. Submit three 12-inch square samples of specified metal typical of gauge, color, finish, and texture required. (Contractor to coordinate final color selection directly with Owner).

D. Submit shop drawings showing the manner of forming, jointing, and securing the metal to form rain drainage units. If required, show expansion joint details and waterproof connections to adjoining work and at

## GUTTERS AND DOWNSPOUTS

obstructions and penetrations.

### PART 2-     PRODUCTS

Replacement gutters and downspouts shall match existing. Replacement gutters shall be 24 gauge galvanized and provided in 10 foot sections, with shape to match existing.

### PART 3-     EXECUTION

#### 3.00        COORDINATION

Coordinate the Work with other Work for the correct sequencing of items which make up the entire system of weatherproofing and rain drainage. Flashing and sheet metal Work shall be permanently watertight and not deteriorate.

#### 3.01        PREPARATION

- A. Do not proceed with this Work until nailer and prior construction to receive this Work is completed.
- B. Examine the surfaces and the conditions under which this Work is to be performed, and notify Engineer of unsatisfactory conditions. Proceed with the Work only when corrections have been made that are acceptable to Engineer.

#### 3.02        INSTALLATION

- A. All Installation: By qualified workmen, in strict compliance with workmanlike procedures and installation and assembly drawing as approved by Engineer.
- B. Coat all metal to metal contacts and provide all erection sealing required using proper sealant.
- C. Coordinate Work and cooperate with other trades in a manner to avoid delays.
- D. Lines and corners of exposed units shall be true and accurate. Exposed faces shall be formed flat and free of buckles, excessive waves, and tool marks. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant. Fold back the sheet metal to form a hem on the concealed side of exposed edges.
- E. Provide concealed cleat-type anchorages where practical, arranged to relieve stresses in the rain drainage work resulting from building movement and thermal expansion.

## GUTTERS AND DOWNSPOUTS

### 3.03 WORKMANSHIP

#### A. General

1. Form sheet metal accurately and to the dimensions and shapes required, finishing molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit and soldering securely.
2. Unless otherwise specifically permitted by the Owner's Representative, turn exposed edges back ½-inch.

B. Form, fabricate, and install sheet metal so as to adequately provide for expansion and contraction in the finished Work.

#### C. Weatherproofing

1. Finish watertight and weathertight where so required.
2. Where lap seams are not soldered, lap according to pitch, but in no case less than 3-inches.
3. Make flat and lap seams in the direction of flow.

#### D. Joints

1. Join parts with rivets or sheet metal screws where necessary for strength and stiffness.
2. Provide suitable watertight expansion joints for runs exceeding 40 feet, except where closer spacing is indicated on the Drawings or required for proper installation.

#### E. Nailing

1. Whenever possible, secure metal by means of clips or cleats, without nailing through the exterior metal.
2. In general, space nails, rivets, and screws not more than 8-inches apart, and where exposed to the weather use lead washers.
3. For nailing into wood, use barbed aluminum nails.
4. For nailing into concrete or masonry, use drilled plug holes and plugs.

### 3.04 TESTS

A. After completing installation of rain drainage units perform water testing to verify conveyance to downspouts.

B. Upon request of the Owner's Representative, demonstrate by hose or standing water that the Work is completely watertight and leak proof.      **END OF SECTION**

## UNIT SKYLIGHTS

### SECTION 08 62 00

#### PART 1- GENERAL

##### 1.01 SCOPE

- A. Install fixed curb mount unit skylight with formed curb counterflashing for mounting on prefabricated roof curbs, for flat, low-slope and steep-slope roofing applications. Skylights to be as manufactured by Velux or equal.

##### 1.02 RELATED REQUIREMENTS

- A. Division 07 roofing section for flashing and roofing terminations at unit skylight curbs.

##### 1.03 REFERENCE STANDARDS

- A. General: Applicable edition of references cited in this Section is current edition published on date of issue of Project specifications, unless otherwise required by building code in force.

- B. American Architectural Manufacturers Association ([www.aama.net](http://www.aama.net)), Window & Door Manufacturers Association ([www.wdma.com](http://www.wdma.com)), Canadian Standards Association ([www.csagroup.org/us/en/services](http://www.csagroup.org/us/en/services))

1. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/ Specification for Windows, Doors, and Skylights (NAFS)
2. CSA A440S1-09 - Canadian Supplement to AAMA/WDMA/CSA 101/I.S.2/A440
3. AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems
4. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum and Panels

- C. ASTM International: [www.astm.org](http://www.astm.org):

1. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
2. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings
3. ASTM E 283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen

## UNIT SKYLIGHTS

4. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
  5. ASTM E 408 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques
  6. ASTM E 1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
  7. ASTM E 1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes
- D. Code of Federal Regulations:
1. 29 CFR 1910.23 (e) (8) - Occupational Safety and Health Standards for Walking-Working Surfaces to Guard Floor and Wall Openings and Holes
- E. Illuminating Engineering Society of North America (IESNA): [www.ies.org](http://www.ies.org):
1. IESNA - The Lighting Handbook.
- F. National Fenestration Rating Council: [www.nfrccommunity.org](http://www.nfrccommunity.org):
1. NFRC 100 - Procedure for Determining Fenestration Product U-factors
  2. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence
- G. National Fire Protection Association: [www.nfpa.org](http://www.nfpa.org):
1. NFPA 70 - National Electrical Code

### 1.04 COORDINATION

- A. Coordinate dimensions, locations, and details of skylight curbs with unit skylight curb flashings. Verify requirements for roofing system terminations.
- B. Coordinate unit skylight interior termination locations with structural layout, ceiling grid layouts, and other ceiling-mounted items.

## UNIT SKYLIGHTS

### 1.05 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site prior to delivery of unit skylight and installation of roof deck.

### 1.06 ACTION SUBMITTALS

- A. Product Data: For unit skylights. Include standard construction details, product performance characteristics, and material descriptions, dimensions of individual components and profiles, and finishes.
  - 1. Include test reports of qualified independent testing agency or third party certificates verifying compliance with performance requirements.
- B. Shop Drawings: For unit skylight work. Include plans, elevations, sections, details, and connections to supporting structure and other adjoining work.

### 1.07 INFORMATIONAL SUBMITTALS

- A. Buy American Act Certification: Submit documentation certifying that products comply with provisions of the Buy American Act 41 U.S.C 10a - 10d.
- B. Warranty: Sample of special warranty.

### 1.08 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data.

### 1.09 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer listed in this Section with minimum 30 years' experience in the US manufacturing similar products in successful use on similar projects and able to provide unit skylights meeting requirements.
  - 1. Approval of Manufacturers and Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
    - a. Completed and signed Substitution Request form.
    - b. Product data, including photometric data and independent test data indicating compliance with requirements.

## UNIT SKYLIGHTS

- c. Sample product warranty.

### 1.10 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of unit skylights that fail in materials or workmanship under normal use within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Deterioration of metals, metal finishes, dome, and other materials beyond normal weathering.
    - b. Breakage of glazing.
  - 2. Warranty Period:
    - a. Unit Skylight and Flashing Product Warranty: 10 years from date of purchase.
    - b. Unit Skylight and Flashing Installation "No Leak" Warranty: 10 years from date of purchase.
    - c. Hail Breakage Warranty for Skylight Glass: 10 years from the date of purchase on all insulated glass units using laminated glass.
    - d. Insulating Glass Seal Failure Warranty: 20 years from date of purchase.

### PART 2- PRODUCTS

#### 2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products of VELUX America Inc., or equal.
- B. Source Limitations: Obtain unit skylights through single source from single manufacturer.

#### 2.02 FIXED CURB MOUNTED (FCM) UNIT SKYLIGHTS

- A. System Description: Fixed curb mounted unit skylight with a roll-formed aluminum frame counter-flashing joined by corner keys, an interior condensation drainage gasket, an insulated glass unit, structural sealant, mounting fasteners, flashing and accessories, as required to meet installation and performance requirements indicated. FCM skylights shall be suitable for installation on roof curbs ranging from 0 degrees up to 60 degrees from horizontal.

## UNIT SKYLIGHTS

- B. Aluminum Frame Counter-flashing: Maintenance-free, roll-formed aluminum, 15 gauge, 0.06 inch (1.5 mm) thick with neutral grey Kynar® 500 polyvinylidene fluoride resin finish. Counter-flashing frames joined with neutral grey corner keys constructed from injection molded Acrylonitrile Styrene Acrylate (ASA)-Luran.
1. Unit Sizes: 4'-0" wide x 8'-0" long.
- C. Condensation Drainage Gasket: Factory applied black thermoplastic rubber gasket mounted around the entire interior aluminum frame assembly providing a thermal break weather seal and drainage for interior condensation.
- D. Insulated Glass Unit: Factory assembled with low emissivity exterior pane and clear interior pane separated by a stainless steel spacer sealing the space between panes with 95% argon gas.
1. Exterior Pane: 0.16 inch thick tempered glass with [Neat® exterior coating and] interior surface coated with three layers of low emissivity silver (LoE<sup>3</sup>) coatings.
  2. Interior Pane:
    - a. Tempered, Clear 0.125 inch tempered glass
    - b. Laminated, Two clear 0.090 inch heat-strengthened panes with a 0.030 inch white polyvinyl butyral interlayer sandwiched together.
    - c. Laminated for wind-borne debris regions, Two clear 0.090 inch heat-strengthened panes with a 0.090 inch clear [polyvinyl butyral] [Sentryglasplus®] interlayer sandwiched together.
- E. Structural Sealant: Factory applied silicone sealant, black color, bonding the glass pane to the aluminum frame and suitable for external exposure.
- F. Mounting Fasteners: #8 x 1.75 inch stainless steel, black zinc coated, self-drilling screws provided with skylight. 20 field installed screws secures skylight to site built curb as indicated in manufacturer's installation instructions.

### 2.03 FLASHINGS

- A. Step Flashing: Roll formed aluminum, neutral grey finish, factory engineered and fabricated seams,

## UNIT SKYLIGHTS

consisting of head flashing, sill flashing, step flashing pieces and adhesive underlayment suitable for use with 4 inch and 6 inch curbs on roof pitches 10 to 60 degrees from horizontal.

1. Basis of Design: VELUX America, Inc, ECL Step Flashing or equal.
  2. Size: As required for skylight sizes indicated.
  3. Material:
    - a. Head flashing 23 gauge thick aluminum with polyester lacquer finish.
    - b. Sill flashing 22 gauge thick aluminum with Kynar 500 finish.
    - c. Step pieces 23 gauge thick aluminum with polyester lacquer finish.
    - d. Adhesive underlayment: 9 inches wide x 21 feet length x 0.03 inch thick, SBS modified bitumen with white polyethylene backing sheet.
- B. High Profile Flashing: Roll formed aluminum, neutral grey finish, factory engineered and fabricated seams, consisting of head flashing, sill flashing, side gutter pieces, counter flashing and adhesive underlayment suitable for use with 4 inch and 6 inch curbs on roof pitches 14 to 60 degrees from horizontal.
1. Basis of Design: VELUX America, Inc, ECW High Profile Flashing or equal.
  2. Size: As required for skylight sizes indicated.
  3. Material:
    - a. Head flashing 23 gauge thick aluminum with polyester lacquer finish.
    - b. Sill flashing 22 gauge thick aluminum with Kynar 500 finish and 9 inch (229 mm) pleated apron.
    - c. Side gutter pieces 23 gauge thick aluminum with polyester lacquer finish.
    - d. Counter-flashing 23 gauge thick with 4 inch curb counter flashing, aluminum with polyester lacquer finish.
    - e. Adhesive underlayment: 12 inches width x 21 feet length x 0.03 inch thickness, SBS modified bitumen with white polyethylene backing sheet.

### 2.04 ACCESSORIES

- A. Accessory Tray: Rigid white fiberglass frame, site assembled, mounts directly to site built curb for

## UNIT SKYLIGHTS

interior mounting of VELUX blinds. Provide for units in which blinds are indicated.

1. Basis of Design: VELUX America, Inc, Accessory Tray Model ZZZ 199 or equal.

### 2.05 PERFORMANCE REQUIREMENTS

- A. Unit Skylight Standard, FCM 4646 or smaller unit with tempered Lo-E 366 coated exterior glass pane and interior pane as follows:

1. Performance Grade (Primary Designator):
  - a. Laminated with 0.030 inch Interlayer: "SKG-PG120 Size Tested 51 x 51 in."
  - b. Tempered: "SKG-PG100 Size Tested 51 x 51 in."
  - c. Laminated with 0.090 inch PVB Interlayer: "SKG-PG100 Size Tested 51 x 51 in."
2. Design Pressure (DP):
  - a. Laminated with 0.030 inch Interlayer: DP = +250/-120 psf
  - b. Tempered: DP = +100/-140 psf
  - c. Laminated with 0.090 inch PVB Interlayer: DP = +100/-80 psf
3. Water Test Pressure: 15 psf with no leakage at 5 gallons per minute spray rate.
4. Air Leakage Rate: 0.030 cfm/ft<sup>2</sup> maximum.
5. Performance Class and Grade
  - a. Laminated with 0.030 inch Interlayer: "Class CW-PG90 Size Tested 51 x 51 in."
  - b. Tempered: "Class CW-PG100 Size Tested 51 x 51 in.-SKG".
  - c. Laminated with 0.090 inch PVB Interlayer: "Class CW-PG60 Size Tested 51 x 51 in.-SKG".
6. Design Pressure (DP):
  - a. Laminated with 0.030 inch Interlayer: DP = +175/-90 psf
  - b. Tempered: DP = +100/-105 psf
  - c. Laminated with 0.090 inch PVB Interlayer: DP = +100/-60 psf

## UNIT SKYLIGHTS

7. Water Test Pressure: 15 psf with no leakage at 5 gallons per minute spray rate.
- C. Unit Skylight Standard, 2270 size and smaller unit with tempered Lo-E 366 coated exterior glass pane and laminated interior pane with 0.030 inch interlayer.
- D. Windborne-Debris Resistance:
  1. Wind Zone 3 or Less: Provide unit skylights capable of resisting impact from windborne debris, based on the pass/fail criteria as determined from testing glazed representative of those specified, according to ASTM E 1886 and ASTM E 1996. Missile Level C, Wind Zone 3 requirements, and +50/-50 psf cycle pressure minimum.
- E. Fire Ratings for Roof Assemblies with Fire Classifications: Unit skylight tested in accordance with ASTM E 108 and listed as passing Burning Brand test with target classification of Class B.
- F. Energy Performance ratings for any size fixed curb mounted unit skylight with tempered Lo-E 366 coated exterior glass pane and interior pane as follows:
  1. Thermal Transmittance: NFRC 100 maximum U-factor:
    - a. White Laminated with 0.030 inch Interlayer: 0.48 Btu/hr\*ft<sup>2</sup>\*deg F.
  2. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum SHGC:
    - a. White Laminated with 0.030 inch Interlayer: 0.26
  3. Visible Transmittance (Vt): NFRC 200 maximum Vt:
    - a. White Laminated with 0.030 inch Interlayer: 0.47
- G. Fall Protection Standard Compliance: 29 CFR 1910.23: Passed for all laminated fixed curb mount unit skylights.

### 2.06 MATERIALS

- A. Aluminum Sheet: Flat sheet complying with ASTM B 209/B 209M.

## UNIT SKYLIGHTS

- B. Mastic Sealants: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

### 2.07 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

### PART 3- EXECUTION

#### 3.01 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with unit skylight installation only after unsatisfactory conditions have been corrected.

#### 3.02 INSTALLATION

- A. Install unit skylights in accordance with manufacturer's written instructions and approved shop drawings. Coordinate installation of units with installation of substrates, air and vapor retarders, roof insulation, roofing membrane, and flashing as required to ensure that each element of the Work performs properly and that finished installation is weather tight.
  - 1. Anchor unit skylights securely to supporting substrates.
  - 2. Install unit skylights on curbs specified in another section with tops of curbs parallel to finished roof slope.
- B. Where metal surfaces of unit skylights will contact incompatible metal or corrosive substrates, including preservative-treated wood, apply bituminous coating on concealed metal surfaces, or provide other permanent separation recommended in writing by unit skylight manufacturer.

## UNIT SKYLIGHTS

- C. For custom flashings, install unit skylight curb counter-flashing to produce weatherproof seal with curb and overlap with roofing system termination at top of curb.

### 3.03 FIELD QUALITY CONTROL

- A. Testing Agency: Engage testing agency to perform tests and inspections.
  - 1. Test for water leaks according to AAMA 501.2 after installation and curing of sealants but prior to installation of interior finishes.
  - 2. Perform test for total area of each unit skylight.
- B. Work will be considered defective if it does not pass tests and inspections.
- C. Additional testing and inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- D. Prepare test and inspection reports.

### 3.04 CLEANING AND PROTECTION

- A. Clean exposed unit skylight surfaces according to manufacturer's written instructions. Touch up damaged metal coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Replace glazing that has been damaged during construction period.
- C. Protect unit skylight surfaces from contact with contaminating substances resulting from construction operations.

END OF SECTION

**ATTACHMENT C**

**LIST OF DRAWINGS**

**NONE**

## **ATTACHMENT D**

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover (April 9, 2009), Rosh Hashanah (September 19, 2009), Yom Kippur (September 27, 2009), Hanukkah, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

**APPENDIX 1**

**PREVAILING WAGE ORDINANCE**

**[TO BE SUPPLIED BY OWNER]**

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2015-1849**

**A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES  
IN THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* ("*Act*"); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of May 2015, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department's May 2015 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 5<sup>th</sup> day of May, 2015.

AYES: Trustees Bass, Patel, Cope, Elster, Spino, Klatzco

NAYS: None

ABSENT: None

ABSTENTION: None

APPROVED by me this 5<sup>th</sup> day of May, 2015.



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Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
5<sup>th</sup> day of May, 2015



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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

# Request For Board Action

**REFERRED TO BOARD:** March 15, 2016

**AGENDA ITEM NO:** 8

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Plan Commission in Case #PC-02-16 to Approve Rezoning 6653 East Prairie Road to the Business/Residential Transition Area of the B-1 Traditional Business Zoning District and Approve Special Uses and Certain Variations of the Zoning Code Needed in Order to Allow an Addition to the Existing Restaurant (Lou Malnati's) at 6649 North Lincoln Avenue

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Malnati's Organization ("Petitioner") seeks approval of a Zoning Map Amendment, Special Use approvals, and seven Variations to permit a 1,100-square foot addition to the north of the existing Lou Malnati's restaurant at 6649 North Lincoln Avenue. The purpose of the addition is to separate the carry-out and dine-in lobbies. The project also includes an off-street parking area that is to be used by carry-out customers as well as a delivery driver staging area. Additionally, the Petitioner indicates the addition will improve drainage on the property, provide upgrades in HVAC system, and for improved egress from the basement banquet room. The Petitioner does not propose any additional seating as part of the addition. A new trash enclosure will also be constructed as part of the proposed project.

Lou Malnati's proposes to demolish the residential structure located to the north of the existing restaurant at 6653 East Prairie Road, which Malnati's owns. The demolition of the home is necessary in order to expand the restaurant and add the new off-street parking area. Lou Malnati's proposes to install an eight-foot masonry wall along the north and the east lot line in order to provide a barrier between the restaurant and residential properties to the north and east.

In order to implement the planned addition and new off-street parking area, the Petitioner must first seek a Map Amendment to the property at 6653 East Prairie Road rezoning the property from the R-3 Residential District to the Business/Residential Transition Overlay of the B-1 General Business District. The Map Amendment is necessary as off-street parking areas are not permitted in residential districts. If the request for a Map Amendment is not approved, the Special Use and Variations requested are no longer valid as the Malnati's planned addition and off-street parking lot would not be allowed.

The Zoning Code requires Special Use approval for restaurants greater than 5,000-square feet in area. Lou Malnati's currently exceeds 5,000-square feet and any expansion of the nonconforming use requires Special Use approval. With the proposed addition, the total area of the restaurant will be approximately 9,500-square feet. A second Special Use is required in order to permit a portion of the new off-street parking area to be located farther toward East Prairie Road than the façade of the building. Recently, the Village modified the review process for "front yard parking" from a Variation to a Special Use. The existing off-street parking area is considered non-conforming.

Finally, the Petitioner seeks seven Variations necessary to construct the addition and new off-street parking area. These Variations can be grouped into three basic categories: 1) Variations relative to bulk regulations; 2) Variations relative to landscape standards; and 3) Variations relative to the Business/Residential Transition Area Overlay District standards. More specifically, below is a list of requested Variations (section of the Zoning Code):

1. Allow the building addition to match the existing rear yard building setback of 6.5 feet rather than the minimum 10-foot rear setback (Section 4.13);
2. Allow 49 off-street parking for the 9,500-square foot restaurant rather than the minimum 95 off-street parking spaces (Section 7.10 and Table 7.10.01);
3. Allow the 9,500-square foot restaurant to exceed the Overlay District commercial maximum first floor Area of 2,500-square feet (Section 8.13);
4. Not require front yard fence and 10-foot build-to line for the addition to the restaurant (Section 8.13);
5. Allow no perimeter landscape area rather than the minimum 5 feet and to allow off-street parking area to not fully include required 9'x18' interior landscape islands (Section 6.14);
6. Allow a two-way drive aisle to be 8.6 feet rather than the minimum 24 feet in width (Section 7.06(6)a and Table 7.06.01); and
7. Allow no landscape buffer and screening between property within B-1 District and adjacent residential zoned property (Section 6.16).

### **Public Hearing**

A Public Hearing on this matter was held by the Plan Commission on March 2, 2016. Sasha Milosavljevich primarily represented the Petitioner with Marc Malnati also present. Mr. Milosavljevich stated that the project goals were to create a less congested experience in the lobby for both dine-in and carry-out customers. As part of the project, Mr. Milosavljevich indicated that they believe many other enhancements will be made including additional parking, a delivery driver staging area, an eight-foot masonry wall along the north and east lot lines which will serve as a sight and sound barrier to the adjoining residential properties. Mr. Milosavljevich thanked the residential neighbors for their participation in numerous meetings which resulted in a better plan for Lou Malnati's and the residents. Mr. Milosavljevich highlighted the delivery driver staging area, the eight-foot masonry wall, the trash enclosure with rolling gate, and deeding six to seven feet of their property to the neighbor to the north as improvements and enhancements to the neighborhood as a result of the proposed plan.

Commissioner Fishman asked about the parking agreement with the office building across East Prairie Road from the restaurant and signage to announce the available parking. Mr. Milosavljevich stated that they have an agreement with the office property owner across East Prairie Road for shared parking. Mr. Cook indicated that at the April 13, 2016 Plan Commission meeting, the Commission will discuss a possible Text Amendment relative to this type of off-premises signs which are currently prohibited.

Commissioner Goldfein expressed concern with the site plan and design as presented. More specifically, the Commissioner was concerned with the width of the drive aisle leading to the delivery driver staging area and the proximity to the entrance/exit to the new carry-out lobby. Commissioner Goldfein added that the Petitioner has an opportunity to eliminate garbage removal via the alley by redesigning the site plan. The Commissioner explained that if the drive aisle were widened, a garbage truck could back easily to the new trash enclosure area. The majority of Commissioners did not concur with this recommendation. Mr. Milosavljevich added that the drive aisle leading to the delivery driver staging area has been intentionally designed to slow drivers within the new parking area which will make the area safer.

The Plan Commission opened the hearing to testimony from the public.

Dolly Stamer, 6648 North Avers Avenue, testified that she lives to the east of the alley behind the subject property. Mrs. Stamer stated that without the masonry wall no plan should be approved. Mrs. Stamer indicated her reluctance in supporting the project because of concern over future problems that may be unknown at this time.

Mike Stamer, 6648 North Avers Avenue, testified that he lives to the east of the alley behind the subject property. Mr. Stamer stated that he believes the proposed plan does a decent job of addressing the concerns of the neighbors but that he needs assurances and guarantees that the plan will not change. Mr. Stamer reviewed some of the information he submitted to the Plan Commission that was available via a PowerPoint presentation.

Susan Fosco, 3850 West North Shore Avenue, testified that she lives to the north of the subject property. Ms. Fosco stated that the business has grown beyond what this property and location can handle. Ms. Fosco added concerns relative to traffic on East Prairie Road. Ms. Fosco stated her objection to the requested Variations.

Damira Jakupovic, 3851 West North Shore Avenue, testified that she lives to the east and north of the subject property. Ms. Jakupovic agreed with the testimony of the Stamer's.

Emil Neliente, 6659 East Prairie Road, testified that he lives at the corner of North Shore Avenue and East Prairie Road, immediately adjacent to the proposed off-street parking area. Mr. Neliente stated that his major concerns are with traffic and lights. Mr. Neliente wondered if the alley should be made a one-way alley. Mr. Neliente acknowledged the agreement which Lou Malnati's will deed six to seven feet of their property to him.

Senad Jakupovic, 3851 West North Shore Avenue, testified that he lives to the east and north of the subject property. Mr. Jakupovic also agreed with the testimony of the Stamer's and sought a guarantee that the masonry wall will never be removed and will be kept intact.

No other testimony from the public was received.

Mr. Malnati requested a favorable recommendation from the Plan Commission. He reiterated the partnership with the neighbors in developing the plan which he believed had support. Mr. Malnati stated that they've been a proud member of Lincolnwood for 45 years and that they have done everything possible to address the concerns of their neighbors.

### **Plan Commission Recommendation**

In considering the request for a Map Amendment for 6653 East Prairie Road, the Plan Commission concurred with the findings submitted by the applicant and by a unanimous 5-0 vote, recommends approval of a Map Amendment, changing the subject property zoned R-3 Residential District to B-1 Business/Residential Transition Area District.

In considering the request for Special Uses to: 1) allow a restaurant greater than 5,000 square feet in area; and 2) allow off-street parking to the front of the building, the Plan Commission concurred with the findings submitted by the applicant and by a 4-1 vote, recommends approval of the two requested Special Uses.

In considering the request for seven Variations: 1) allow the building addition to match the existing rear yard building setback of 6.5 feet rather than the minimum 10-foot rear setback; 2) allow 49 off-street parking for the 9,500-square foot restaurant rather than the minimum 95 off-street parking spaces; 3) allow

the 9,500-square foot restaurant to exceed the Overlay District commercial maximum first floor area of 2,500-square feet; 4) not require front yard fence and 10-foot build-to line for the addition to the restaurant; 5) allow no perimeter landscape area rather than the minimum 5 feet and to allow off-street parking area to not fully include required 9'x18' interior landscape islands; 6) allow a two-way drive aisle to be 8.6 feet rather than the minimum 24 feet in width; and 7) allow no landscape buffer and screening between property within B-1 District and adjacent residential zoned property, the Plan Commission concurred with the findings submitted by the applicant and by a 4-1 vote, recommends approval of the requested Variations.

As part of the motion, the Commission recommended conditions on the recommended Special Use and Variation requests as follows:

1. The new off-street parking lot is to include signage indicating its use for carry-out customers and restaurant drivers and employees only;
2. The new off-street parking lot may not be used for recreational purposes by restaurant employees or drivers;
3. The property is to be developed, consistent with the Site Plan and Geometric Plan with revised date of January 29, 2016;
4. No additional seating is permitted as part of the addition;
5. A rolling gate, with a maximum width of 12 feet is to be constructed as part of the trash enclosure along the alley;
6. Once constructed, the new brick wall separating the restaurant property from the residential property will not be removed;
7. The Petitioner must deed the northernmost six to seven feet of the 6653 East Prairie property to the owner of 6659 East Prairie Road;
8. No outdoor activity that is not customary to the carry-out and delivery associated with the restaurant is permitted;
9. No outside dining will be allowed at the restaurant;
10. The Village Board is requested to consider establishing a one-way alley to the rear of the existing restaurant; and
11. The brick wall is to be constructed with materials and of a design similar to the screening wall at the Walgreens at Lincoln and Pratt Avenues.

The dissenting vote cast by Commissioner Goldfein was due to concern over the drive aisle width and customer safety within the property as well as a belief that the Petitioner could develop an improved plan to address more of the concerns of the neighbors.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. March 2, 2016 Plan Commission Minutes Excerpt (Draft)
2. Staff Report Dated March 2, 2016
3. Neighbor Submittal in Response to Proposed Development, Stamer (13 pages)
4. Lou Malnati's Plan Summary
5. Public Hearing Variation Application
6. Public Hearing Map Amendment Application
7. Public Hearing Application Special Use and PUD
8. Proof of Ownership
9. Photographs of Subject Property
10. Plat of Survey
11. Demolition Plan and Tree Identification
12. Site Plan and Geometric Plan - Revised January 29, 2016
13. Parking Lot Grading and Drainage Plan
14. Landscape Plan
15. Turning Movement Exhibit
16. Photometric Plan
17. Building Area Plan
18. Building Addition Elevation

**RECOMMENDED MOTION:**

**Move to concur** with the recommendation of the Plan Commission in Case #PC-02-16 to approve rezoning 6653 East Prairie Road to the Business/Residential Transition Area of the B-1 Traditional Business Zoning District and approve Special Uses and certain Variations of the Zoning Code needed in order to allow an addition to the existing Restaurant (Lou Malnati's) at 6649 North Lincoln Avenue and to direct the Village attorney to prepare an Ordinance for adoption consistent with this concurrence.

**DRAFT****IV. Case #PC-02-16: Public Hearing: Public Hearing: 6649 North Lincoln Avenue And 6653 East Prairie Road – Map Amendment, Special Use, and Variations for an Addition to the Existing Restaurant and Off-Street Parking**

Development Manager Cook outlined the Petitioner's request which includes the existing restaurant and a residential property to the north. The restaurant is in the B-1 District and the residence is in the R-3 District. A plat of survey, site plans, elevations, and landscape plans were presented for review. The proposed addition is to separate the carry-out and the dine-in lobby. No additional seating is proposed. There is an off-street parking area proposed, a new trash enclosure, and a labeled staging area for delivery drivers. The proposed parking lot will be located where the residential property now stands. An eight-foot masonry wall is also proposed which will run across the length of the north property line and along the rear alley to the trash enclosure location.

The Zoning Map Amendment request relates to the 6653 East Prairie Road property. In order for the plans to be considered, this property must be rezoned from the R-3 District to the B-1 Business/ Residential Transitional Overlay District in order to allow the addition and the new off-street parking area. Mr. Cook emphasized that the Special Use and Variation requests cannot be granted without the approval of the Zoning Map Amendment.

The Petitioner is seeking two Special Use requests. The first Special Use request is to allow a restaurant greater than 5,000-square feet in area. The addition is 1,100-square feet with a total building area of approximately 9,500-square feet. The second Special Use request is to allow off-street parking to the front of the building.

There are seven Variation requests. They include:

- 1) Minimum Rear Yard Building Setback Variation. The existing restaurant currently is nonconforming. The proposed addition is planned to match the existing setback which requires a Variation. The existing building setback is six-and-a-half feet and the Zoning Code requires ten feet.
- 2) Off-Street Parking Variation. The existing restaurant would require 84 off-street parking spaces, and the current main parking area south of the restaurant is 39 spaces. The expansion would require 95 off-street parking spaces. New off-street parking adds ten additional parking spaces for a total of 49 off-street parking spaces. This total does not include the delivery driver staging area.
- 3) A Variation is required to permit a commercial use in the B-1 Business/Residential Transition area to exceed 2,500-square feet.
- 4) Front Yard Wrought Iron Fence Variation. New construction and development requires a ten-foot build-to line and wrought iron fencing plus hedgerow installation behind the fence.
- 5) A Variation is required to permit the existing off-street parking lot to not include the minimum perimeter and interior landscape requirements which requires landscaping

islands at the ends of each parking row that match the dimension of the off-street parking stalls. The Petitioner is also seeking relief from the perimeter landscaping requirement along the north and east property lines. An eight-foot masonry wall is proposed in this location. The landscape area will be reduced to five-feet wide from the required eight feet.

- 6) A Variation is required to allow a two-way drive aisle to be less than the minimum 24 feet in width. The Petitioner is proposing a little less than eight-and-a-half feet in width.
- 7) A Variation is required to permit the addition and existing building to not include the required landscape buffer and screening between the property within the B-1 District and adjacent residentially-zoned property.

Commissioner Fishman asked Mr. Cook about the signage status for the shared parking arrangement that Malnati's has with the bank across the street. Mr. Cook stated that off-premises parking signage is scheduled for the April 13, 2016 Plan Commission meeting. Mr. Cook continued that the shared parking agreement has not been reviewed by the Village Board and, therefore, not part of the parking count. The current arrangement with the bank property allows Malnati's patrons to park there after 5:00 p.m. This lot has over 90 spots available, and the bank has agreed to allow Malnati's to put signage on the property to advertise overflow parking on their lot.

Chairman Eisterhold swore in the Petitioner, Mr. Sasha Milosavljevich, Director of Facilities for Lou Malnati's. Mr. Milosavljevich wanted to thank the neighbors for all their input, and the goal was to have a winning strategy for both sides. He believes that this has been achieved with the proposed plan.

The project goals were to create a less congested restaurant lobby by creating a separate carry-out lobby, provide additional customer and delivery driver parking, create a win-win plan with the neighbors and the community, revamp the kitchen HVAC system, and improve egress from the basement area. This proposed plan was developed through a Village Workshop meeting in October 2014 with the Plan Commission, numerous neighbor meetings, and Village Development Review Team comments. Many of these comments have been incorporated into the current plan. Specific comments from neighbor Mr. Mike Stamer regarding the trash enclosure were incorporated which was identified as a major concern. Mr. Stamer also came up with the idea of a rolling gate which will be on rails and only opened when the trash is being collected. There is a small gate for employees to access the dumpster without opening the rolling gate. The eight-foot masonry wall, a rendering which was shown, will contain their operations, deliveries, trash and noise, and provide a much better view for the neighbors.

Mr. Milosavljevich also said that Malnati's has made an agreement with the neighbor to the north to deed to them six to seven feet of property on his side to increase his backyard. Currently, his house is right up against the property line and by moving the wall back, this move would give the neighbor more backyard space. Additionally, the wall will be erected one foot closer to the alley to discourage parking.

Mr. Milosavljevich said that the staging area is for delivery drivers only. It will be a controlled parking access area with signage in the aisle indicating no public parking is allowed. Procedures will be in place for only one driver to go in and out at a time. They feel that with the smaller drive aisle, this would be a safer, more controlled traffic plan. Their goal was to keep the addition small. Commissioner Goldfein believes that the design needs more work, the trash pickup process is inefficient, and she has issues with where the handicap parking spot is located.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing.

Ms. Dolly Stamer, 6648 North Avers Avenue, stated that this plan cannot be approved without the inclusion of the wall. This wall will give them the peace and quiet and the security they deserve. Mrs. Stamer does agree with the proposed plans.

Mr. Mike Stamer, 6648 North Avers Avenue, said this proposed plan does a decent job, but the neighbors would like a guarantee that this is the plan that will be built. Mr. Stamer reviewed the comments he sent to the Village regarding his concerns. Mr. Stamer is not in favor of a one-way alley.

Ms. Susan Fosco, 3850 West North Shore Avenue, believes Malnati's is trying to fit too much into a small area and also has concerns about the traffic on East Prairie. Ms. Fosco does not support this proposal.

Ms. Janira Jakupovic, 3851 West North Shore Avenue, agreed with Mr. Stamer's comments and hopes that Malnati's takes their concerns into consideration.

Mr. Emil Neliente, 6659 East Prairie Road, has traffic and lighting concerns about the project. Mr. Neliente asked if the alley could be one way going south from North Shore Avenue. Chairman Eisterhold stated that any concerns about the alley would have to be reviewed by the Traffic Committee.

Mr. Senad Jakupovic, 3851 West North Shore Avenue, agrees with his neighbors' concerns. If this is approved, the wall will need to be kept intact, and he would like a guarantee there will be no openings added to the wall in the future.

Chairman Eisterhold swore in Petitioner Mr. Mark Malnati. Mr. Malnati asked the Plan Commission to strongly consider this plan. The restaurant has been in Lincolnwood for 45 years. The community has been good to them, and they have been good for the community. The goal of this plan was to relieve some of the pressure on the lobby, and the best way to have this happen would be to have a separate entrance. They have done everything possible to yes to any request made by their neighbors. This plan was conceived together with their neighbors, and Mr. Malnati said they have no intention of going back on their word. This plan will be better for the neighborhood, especially the alley situation. They are spending more money to make it better for the neighbors and make visiting the restaurant more pleasurable. This is only the second request they have asked for in 45 years.

Mr. Milosavljevich confirmed that all ten parking stalls will be dedicated for carry-out use only and signage can be placed at each parking stall if required.

Chairman Eisterhold stated for the record that the Petitioner has filled out the Map Amendment, Special Use, and Variation applications with the submitted standards filled out and approved.

Chairman Eisterhold asked if anyone in the audience had any comment at this time regarding this Public Hearing. Let the record state that no one came forward.

**Motion to approve** the Zoning Map Amendment request for the property at 6653 East Prairie Road into the B-1 Business/Residential Transition District was made by Commissioner Yohanna and seconded by Commissioner Fishman.

**Aye: Yohanna, Fishman, Goldfein, Sampen, and Eisterhold**

**Nay: None**

**Motion Approved: 5-0**

**Motion to approve** the Special Use requests to allow a restaurant greater than 5,000-square feet in area and to allow off-street parking to the front of the building was made by Commissioner Yohanna and seconded by Commissioner Sampen. Conditions include the following:

1. The new off-street parking lot is to include signage indicating its use for carry-out customers only;
2. The property is to be developed, consistent with the Site Plan and Geometric Plan with revised date of January 29, 2016;
3. No additional seating is permitted as part of the addition.
4. A rolling gate, a maximum of 12-feet in width is to be constructed as part of the trash enclosure along the alley;
5. Once constructed, the new brick wall separating the restaurant property from the residential property will not be removed;
6. The Petitioner must deed six to seven feet of property to the owner of 6659 East Prairie Road;
7. No outdoor activity that is not customary to the carry-out and delivery associated with the restaurant is permitted;
8. No outside dining will be allowed at the restaurant;
9. The Village Board is requested to consider establishing a one-way alley to the rear of the existing restaurant; and
10. The brick wall is to be constructed similar to the screening wall at the Walgreens at Lincoln and Pratt Avenues.

It should be noted that condition #10 is part of the site plan and does not need Special Use or Variation approval.

**Aye: Yohanna, Sampen, Fishman, and Eisterhold**

**Nay: Goldfein**

**Motion Approved: 4-1**

**Motion to approve** Variations 1-7 be approved and recommended to the Village Board was made by Commissioner Fishman and seconded by Commissioner Yohanna. Conditions include the following:

1. The new off-street parking lot is to include signage indicating its use for carry-out customers only;
2. The property is to be developed, consistent with the Site Plan and Geometric Plan with revised date of January 29, 2016;
3. No additional seating is permitted as part of the addition.
4. A rolling gate, a maximum of 12-feet in width is to be constructed as part of the trash enclosure along the alley;
5. Once constructed, the new brick wall separating the restaurant property from the residential property will not be removed;
6. The Petitioner must deed six to seven feet of property to the owner of 6659 East Prairie Road;
7. No outdoor activity that is not customary to the carry-out and delivery associated with the restaurant is permitted;
8. No outside dining will be allowed at the restaurant;
9. The Village Board is requested to consider establishing a one-way alley to the rear of the existing restaurant; and
10. The brick wall is to be constructed similar to the screening wall at the Walgreens at Lincoln and Pratt Avenues.

It should be noted that condition #10 is part of the site plan and does not need Special Use or Variation approval.

**Aye: Fishman, Yohanna, Sampen, and Eisterhold**

**Nay: Goldfein**

**Motion Approved: 4-1**

**V. Case #PC-03-16: Public Hearing: 6850 and 6950 East Prairie Road, 6855 North Crawford Avenue, and 3925 West Lunt Avenue – Zoning Map Amendment and Zoning Code Text Amendment**

Development Manager Cook noted the revisions to the text language as recommended by the School District's attorney. These revisions have been approved by Village Staff, the Village Attorney, and School Board representatives. The recommended motion is to recommend approval of establishing an "S" Schools Zoning District and adopt regulations for the S District and to recommend approval of a Zoning Map Amendment to rezone the properties commonly known as 6850 and 6950 East Prairie Road, 6855 North Crawford Avenue, and 3925 West Lunt Avenue from the R-3 Residential Zoning District to the new S Schools District.

Village Attorney Passman stated the recommended text is very specific to be a district for pre-k through eighth grade only. Mr. Passman briefly went through the few changes to the proposed language. The establishment of a new zoning district is best to address the uniqueness of the use of the school campus.



## Plan Commission Staff Report

Case #PC-02-16

March 2, 2016

**Subject Properties:**

6649 North Lincoln Avenue &  
6653 North East Prairie Road

**Zoning District:**

B-1 Business/Residential Transition  
District &  
R-3 Residential District

**Petitioner:**

The Malnati Organization, Property  
Owner

**Nature of Request:** Lou Malnati's  
seeks an addition to the existing  
restaurant at 6649 North Lincoln Avenue



**Requested Action:**

**Zoning Map Amendment** for the property at 6653 North East Prairie Road from the R-3 Residential District to the B-1 Business/Residential Transition District.

**Special Use:**

1. Allow a Restaurant greater than 5,000-square feet in area; and
2. Allow off-street parking to the front of the building.

**Variations:**

1. Minimum rear setback (Section 4.13);
2. Minimum number of off-street parking spaces (Section 7.10 and Table 7.10.01);
3. Allow a Commercial Development to Exceed Maximum First Floor Area of 2,500-square feet (Section 8.13);
4. Fence Required Along with 10-foot Build-to-Line (Section 8.13);
5. Minimum Perimeter and Interior Landscape Requirements for off-Street parking lots (Section 6.14);
6. Allow a two-way drive aisle to be less than minimum 24 feet in width (Section 7.06(6)a and Table 7.06.01); and
7. No Landscape buffer and screening between property within B-1 District and adjacent residential zoned property (Section 6.16).

**Notification:** Notice in Lincolnwood Review dated February 11, 2016, Public Hearing Sign Installed at 6649 North Lincoln Avenue, and Mailed Legal Notices Dated February 11, 2016 to Properties within 250 Feet.

### **Summary of Request**

Lou Malnati's, at 6649 North Lincoln Avenue, desires to add on to the existing restaurant for the purpose of splitting the dine-in lobby and the carry-out lobby. The addition is 1,100-square feet and is proposed to the north of the existing building. The addition includes an off-street parking area which will be devoted to carry-out customers and include an area reserved for delivery drivers. The plan includes the demolition of the residential structure located at 6653 North East Prairie Road which Malnati's owns. Lou Malnati's also proposes to install an eight-foot masonry wall along the north and the east lot line in order to provide a barrier between the restaurant and residential properties to the north and east.

As identified by the Petitioner, no additional seating will be added to the restaurant. Also, as part of the project, the Petitioner proposes a trash enclosure to the rear of the property next to the proposed addition. The trash enclosure will be accessed by the public alley to the rear of the property.

The restaurant is located in the Business/Residential Transitional Overlay area of the Village's B-1 Zoning District. The property is currently improved with the existing restaurant, a main customer parking area (to the south) and an employee parking area (to the north). The residential property is located within the R-3 Residential District. To the north and east of the subject properties are residentially zoned properties. Lou Malnati's has operated at the subject property since 1971.

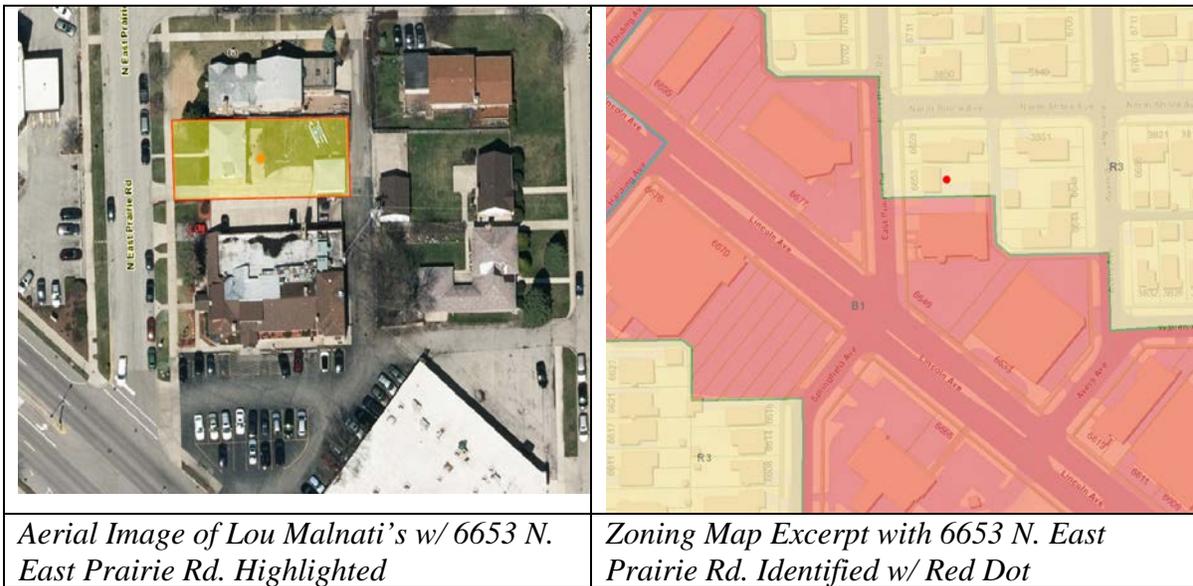
Recent Considerations: Lou Malnati's has previously appeared before the Zoning Board of Appeals (ZBA) in October 2014 for the purpose of seeking approval of Variations in order to add on to the existing restaurant building. The plan reviewed by the ZBA did not include the demolition of the home to the north of the restaurant property. The goal of the plan submitted for review by the ZBA was the same as the current plan, to split the dine-in lobby and carry-out lobby. At the ZBA meeting, several neighbors testified in opposition of the requested Variations. Several operational issues were raised by the neighbors. Lack of parking, delivery drivers parking in the back alley, and refuse removal were identified as ongoing issues.

In response to the issues raised at the ZBA meeting, Lou Malnati's requested an informal review by the Plan Commission of a concept plan to demolish the residential structure at 6653 North East Prairie Road and consolidate the properties. The concept plan reviewed by the Plan Commission is similar to the current plan submitted for review by the Plan Commission at its March 2, 2016 meeting. At the October 2014 Plan Commission Workshop meeting, the Commission received comment from neighbors expressing concerns previously shared with the ZBA. The Plan Commission did not take action at the Workshop meeting.

At its November 5, 2014 meeting, the Village Board referred, at the request of Lou Malnati's, to the Plan Commission to convene a public hearing to consider a Zoning Map Amendment from R-3 to B-1 District for the property at 6653 North East Prairie Road.

**Map Amendment**

The Malnati's Organization seeks consideration of a Map Amendment to rezone the property at 6653 North East Prairie Road from the R-3 Residential District to the B-1 General Business District and the Business/Residential Transition Area Overlay District. Malnati's seeks consideration of the Map Amendment for the purpose of demolishing the existing single-family home at 6653 North East Prairie Road, which is owned by the Malnati's corporation. Malnati's would then install an off-street parking area to serve the existing restaurant, more specifically the carry-out lobby and delivery drivers.



The Map Amendment is necessary as off-street parking areas are not permitted in Residential Districts. If the request for a Map Amendment is not approved, the Special Use and Variations requested are no longer valid as the Malnati's planned addition and off-street parking lot would not be allowed.

**Special Use**

The Petitioner seeks two Special Use approvals: 1) allow a restaurant greater than 5,000-square feet in area; and 2) allow off-street parking to the front of the building.

Restaurant Area: The existing restaurant is considered an existing legal nonconforming as to bulk relative to area and the addition triggers the need for Special Use approval to allow a restaurant greater than 5,000-square feet in area. Including the proposed addition, the restaurant is approximately 9,500-square feet in area.

Off-Street Parking Location: The proposed off-street parking area to the north of the building extends farther forward toward East Prairie Road than the façade of the existing building (delineation indicated by red line on site plan excerpt that follows).



Off-Street Parking Variation: The off-street parking is considered existing nonconforming as to total number of off-street parking spaces. Currently, the existing restaurant would require approximately 84 off-street parking spaces (10 spaces per 1,000-square feet). Based on a field inspection, staff has determined the main customer parking area to contain 39 off-street parking spaces.

The proposed expansion of the existing restaurant triggers the off-street parking as per the Zoning Code. The additional 1,100-square foot addition increases the total floor area of the restaurant to approximately 9,500-square feet. As off-street parking is calculated (excluding floor area for stairways), the required off-street parking is 95 spaces. The project includes the construction of an off-street parking area 10 parking spaces plus a delivery driver staging area. Therefore, the total number of off-street parking spaces proposed is 49 spaces. The Petitioner has indicated that there will be no additional seating added as part the addition.

Lou Malnati's has previously provided a letter concerning the use of the off-street parking at 6677 North Lincoln Avenue by customers and employees for overflow parking of Lou Malnati's. Parking is permitted: 1) Monday – Friday after 5:30 p.m. and 2) all day Saturday and Sunday.

In summary, based on the Zoning Code, Lou Malnati's with the proposed addition would require 95 off-street parking spaces. Within their property there would be 49 parking spaces and a staging area for delivery drivers plus the overflow parking arrangement with the owner of 6677 North Lincoln Avenue.

#### Maximum Ground Floor Commercial Floor Area

The Zoning Ordinance establishes a maximum ground floor commercial floor area within the B-1 Business/Residential Transition Overlay District. Section 8.13 limits commercial uses to the ground floor and to not exceed 2,500-square feet in gross floor area. The total calculated floor area of the restaurant is approximately 9,500-square feet. Within this overlay district, Brickyard Bank was recently granted a Variation from this requirement. Such a limitation on maximum ground floor area per commercial use was likely intended to apply to multi-tenant buildings.

#### Wrought Iron Fence Variation

For new construction and development in the B-1 District and the Business/Residential Transition Overlay Area Section 8.13 of the Zoning Ordinance requires that:

*“A build-to-line of 10 feet from the public right-of-way is required along with a wrought iron fence, no more than 4 feet tall, located 5 feet from the public right-of-way.”*

*“A hedgerow should be placed behind the fence on the building side.”*

The Petitioner seeks relief from the requirement to install a wrought iron fence and hedgerow as per Section 8.13. Staff believes the regulation is primarily intended to apply to residential development; however, as written, the standard applies to all new construction and

development. The installation of a fence as part of this use in the required location may be incongruous.

Off-Street Parking Perimeter and Interior Landscape Variations: The Zoning Code requires a minimum eight-foot perimeter landscape area for off-street parking lots or where screening consists of a masonry wall, a minimum width of five feet. The proposed off-street parking lot includes an eight-foot masonry wall along the north and east lot line. However, the masonry wall is not located within a five foot perimeter landscape area.

The Petitioner is showing a 650-square foot area of landscaping north of the masonry wall on the adjoining residential property to the north. This area does not comply with the Zoning Code requirements but is proposed per an agreement with the neighbor.

The Zoning Code requires 9' x 18' landscape islands at the end of each parking row. While landscape areas are shown at the ends of each new parking row, relief is required to permit less than the 9' x 18' island dimension.

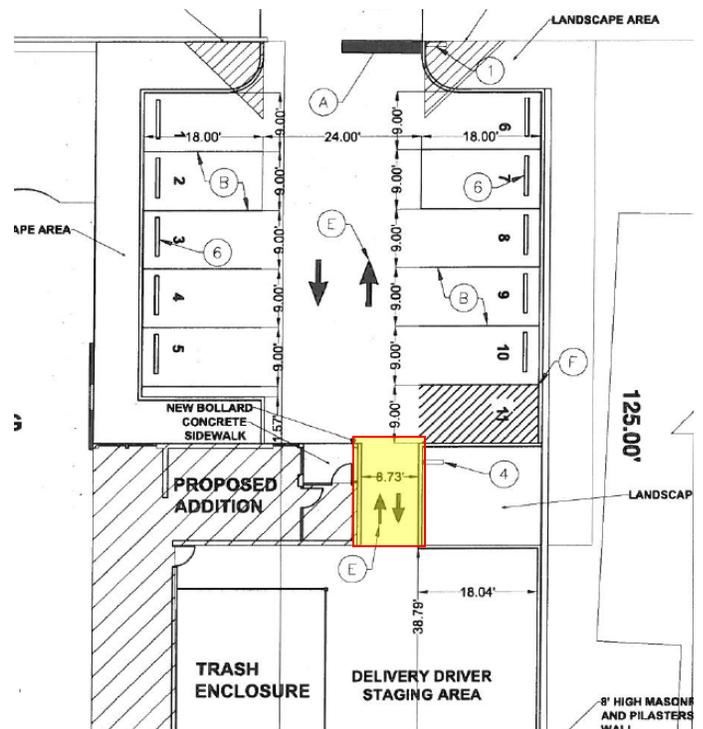
The existing off-street parking area is not designed with any perimeter landscape area. The Zoning Code also requires landscape islands at the end of each parking row. The existing off-street parking area is not designed with landscape islands.

The addition triggers the need for additional parking, for which the Petitioner seeks a Variation, and the requirement for additional parking triggers the perimeter and interior landscape requirements. The Petitioner does not proposed any improvements, reconfiguring, or expansion of the existing off-street parking area as part of the proposed addition project.

Minimum Drive Aisle Widths Variation:

The Zoning Code requires a minimum drive aisle width of 24 feet for off-street parking lots. The drive aisle connecting the off-street parking area for carry-out and the delivery driver staging area is less than 9 feet in width. This drive aisle is a two-way drive aisle into and out of the delivery driver staging area.

Staff has expressed concern with the design and has minimally recommended signage to provide notice of the narrowed drive aisle. Lou Malnati's proposes to install a "Do Not Enter" sign in the landscape area to the north of the drive aisle.



Landscape Buffer between Districts Variation: The Zoning Code requires a minimum ten-foot landscaped setback and screening area located along the length of any property located in the B-1 District when adjacent to property zoned residential. The property currently does not include any such buffer between the properties to the east or to the north. As developed, there is a practical difficulty in provides the required buffer along the east lot lines as the existing building and proposed addition are located approximately 6.5 feet from the lot line.

The Zoning Code does allow as an alternative, an eight-foot high masonry wall within a five-foot landscape setback in order to meet the landscape buffer requirement. As described, above is the description for perimeter landscape Variations, the proposed off-street parking lot includes an eight-foot masonry wall along the north and east lot line. However, the masonry wall is not located within a five-foot perimeter landscape area.

The Petitioner is showing a 650-square foot area of landscaping north of the masonry wall on the adjoining residential property to the north. This area does not comply with the Zoning Code requirements but is proposed per an agreement with the neighbor.

### **Conclusion**

Lou Malnati's seeks certain approvals need to allow a 1,100-square feet addition and new off-street parking area to the north of the existing building. The addition is designed to serve as the location for Lou Malnati's carry-out business. In order to construct the addition, Lou Malnati's requires the following:

**Zoning Map Amendment** for the property at 6653 North East Prairie Road from the R-3 Residential District to the B-1 Business/Residential Transition District.

#### **Special Use:**

1. Allow a Restaurant greater than 5,000-square feet in area; and
2. Allow off-street parking to the front of the building.

#### **Variations:**

1. Minimum rear setback (Section 4.13);
2. Minimum number of off-street parking spaces (Section 7.10 and Table 7.10.01);
3. Allow a Commercial Development to Exceed Maximum First Floor Area of 2,500-square feet (Section 8.13);
4. Fence Required Along with 10' Build-to-Line (Section 8.13);
5. Minimum Perimeter and Interior Landscape Requirements for off-Street parking lots (Section 6.14);
6. Allow a two-way drive aisle to be less than minimum 24 feet in width (Section 7.06(6)a and Table 7.06.01); and
7. No Landscape buffer and screening between property within B-1 District and adjacent residential zoned property (Section 6.16).

Staff has been contacted by the Stamer's, a nearby neighbor, indicating concerns with the project. It is anticipated that the resident will be in attendance at the March 2<sup>nd</sup> Plan Commission meeting and will make a presentation. Attached to the staff summary is the information submitted by the Stamer's who have requested that these images be distributed for your consideration.

**Documents Attached**

1. Neighbor Submittal in Response to Proposed Development, Stamer (13 pages)
2. Public Hearing Application Packet
  - a. Lou Malnati's Plan Summary
  - b. Public Hearing Variation Application
  - c. Public Hearing Map Amendment Application
  - d. Public Hearing Application Special Use and PUD
  - e. Proof of Ownership
  - f. Photographs of Subject Property
  - g. Plat of Survey
  - h. Demolition Plan and Tree Identification
  - i. Site Plan and Geometric Plan
  - j. Parking Lot Grading and Drainage Plan
  - k. Landscape Plan
  - l. Turning Movement Exhibit
  - m. Photometric Plan
  - n. Building Area Plan
  - o. Building Addition Elevation

# **RESIDENT PRESENTATION REGARDING THE MALNATIS PROPERTY PROPOSAL**

**MIKE & DOLLY STAMER, FEB. 2016**

## **OPENING REMARKS SUMMARY – KEY POINTS**

- WHY WOULD WE DO THIS? WHY WOULD ANYONE AGREE TO THE BUILDING OF A RESTAURANT PARKING LOT NEXT TO THEIR HOUSE?
- NOBODY IN THIS ROOM OR IN THIS VILLAGE WOULD WANT THIS.
- UNDER WHAT CONDITIONS WOULD THE NEIGHBORS BE WILLING TO CONSIDER GOING ALONG WITH THE PLAN TO CONVERT THE PROPERTY FROM RESIDENTIAL TO BUSINESS DISTRICT?

## **REQUIREMENTS FOR AN AGREEMENT WITH RESIDENTS**

- PEACE AND QUIET - THIS IS ONE OF OUR TOP GOALS. THIS HAS BEEN LACKING, EVEN WITH THE PRESENT SIZE AND CONDITION OF THE RESTAURANT OPERATION.
- PRESERVE OR IMPROVE THE LIVABILITY OF OUR NEIGHBORHOOD.
- SECURITY AND PEACE OF MIND THAT NO FURTHER ALTERATIONS WILL HAPPEN, OR THAT COULD UNDERMINE WHAT REMAINS OF OUR RESIDENTIAL NEIGHBORHOOD.
- A MASONRY FENCE, 8 FEET TALL, FOR THE PURPOSE OF BLOCKING THE VIEW FROM BOTH SIDES AND REDUCING THE NOISE LEVEL, AS WELL AS DOING THIS IN A PERMANENT AND ESTHETIC MANNER. OTHER FINE POINTS AS DETAILED ELSEWHERE.
- ENHANCE THE BEAUTY AND ESTHETICS OF THE SURROUNDINGS OF THE NEIGHBORHOOD.
- GUARANTEE THAT NO CHANGES TO THE DEFINED PLANS, FENCE LOCATION AND DIMENSIONS WILL BE FOUND NECESSARY IN THE FUTURE
- GUARANTEE THAT NO NEED WILL BE CREATED TO CAUSE AN OPENING IN THE 8 FOOT TALL MASONRY FENCE – NOT A GATE OR A DOOR, NOT A DRIVEWAY EXIT, NOT AN EMERGENCY EXIT, NOT A FIRE EXIT.
- GUARANTEE THAT THE SOUTH END OF THE MASONRY FENCE WILL BE LOCATED AT MOST 25 FEET FROM THE ORIGINAL RESTAURANT NORTH WALL, WHICH IS PLANNED TO ALSO BE 12 FEET FROM THE NEW ADDITION NORTH WALL.
- GUARANTEE THAT THE USE OF THE NEWLY CREATED BUSINESS DISTRICT PROPERTY WILL ONLY BE USED FOR PARKING AND FOR THE PLANNED BUILDING EXTENSION; AND THAT THE REAR HALF OF THE PROPERTY WILL ONLY BE USED FOR EMPLOYEE PARKING, NOT CUSTOMER PARKING.
- GUARANTEE THAT ASIDE FROM PARKING, THE PROPERTY WILL NEVER BE USED FOR ANY OTHER OUTDOOR USE INCLUDING EMPLOYEE RECREATION, EMPLOYEE BREAK OR REST AREA, RESTAURANT CUSTOMER SERVICES OF ANY KIND.

## **SOME OF THE FINER POINTS OF THE AGREEMENT WITH MARK MALNATI BY THE RESIDENTS**

- PREVENT OR DISCOURAGE AUTOMOBILE TRAFFIC IN THE ALLEY. THIS AFFECTS ALL FOUR NEIGHBORING HOMES.
- A WIDTH OF THE PROPERTY AT THE NORTH END, APPROXIMATELY 6 TO 7 FEET WIDE FOR THE LENGTH OF THE PROPERTY, WOULD BE DEEDED TO THE RESIDENT, EMIL, WHO LIVES NORTH OF THE PROPERTY. THIS IS IN ORDER TO PROVIDE SOME AMOUNT OF BUFFER DISTANCE FROM HIS HOUSE TO THE MASONRY FENCE.

- A SOLID FENCE WOULD SURROUND THE GARBAGE DUMPSTER AREA.
- I (MIKE) HAVE REQUESTED A MODIFICATION TO THE FILED PLAN SO THAT THE LOCATION OF THE EAST FENCE BE LOCATED ABOUT 6 FEET CLOSER TO THE ALLEY, SO THAT PARKNG IN THE ALLEY IS NATURALLY DISCOURAGED. THIS ALSO ADDS TO THE USABLE SIZE OF THE PARKING LOT. SEVERAL ALTERNATIVES ARE OFFERED AS WAYS TO IMPLEMENT THIS CONCEPT. THESE VARIATIONS DEAL WITH HOW EMPLOYEES WILL BRING THE GARBAGE TO THE DUMPSTERS. WE WOULD PREFER THAT THEY NO LONGER NEED TO WALK THROUGH THE ALLEY, USUALLY LEAVING THE GATE OPEN, AS IS DONE NOW.

**PHOTOS SUPPORTING SOME OF THE CONCERNS AND ISSUES NEEDING TO BE ADDRESSED**

- PHOTO OF MALNATIS EAST PRARIE YARD WITHOUT THEIR OLD WOODEN FENCE - SNOW PLOWING NEEDED A PLACE TO MOVE SNOW. THIS IS TO ESTABLISH WHY WE NEED IT PERMANENT AND ATTRACTIVE.



- PHOTOS SHOWING THE GARBAGE TRUCK LOCATION FROM THE FRONT OF THE PROPERTY AND HOW IT LINES UP WITH THE PROPERTY LINE. NOTICE THAT TRUCK LOCATION ALREADY PARTIALLY BLOCKS OUR DRIVEWAY. **MASONRY FENCE MUST START NO MORE THAN 25 FT. NORTH OF PRESENT NORTH WALL.** EAST PRARIE VIEW – BACK OF TRUCK AT APPROXIMATELY 25 FT. FROM EXISTING NORTH WALL



VIEW FROM BACK OF 6648 N. AVERS – TRUCK ALREADY PARTIALLY BLOCKING DRIVEWAY



- THE PRESENT GARBAGE AREA  
EXISTING USE INVOLVES **SEVEN CONTAINERS** – A SIGNIFICANT AREA THAT WILL NEED THE SAME OR MORE SPACE IN THE FUTURE. ALL OF THESE GARBAGE **CONTAINERS MOVE 12 FEET CLOSER TO THE RESIDENTS** IN THE LATEST PLAN.





- A FEW PHOTOS OF CLUTTERED DRIVER PARKING IN THE ALLEY, FROM PAST YEARS AS WELL AS THIS FEBRUARY. IT BECOMES CLEAR THAT THE ALLEY PARKING ISSUE NEEDS TO BE DESIGNED OUT, NOT JUST ORDERED OUT. THIS CAN BE DONE BY LOCATING THE FENCE 1 FOOT FROM THE ALLEY BOUNDARY, NOT 6 FT FURTHER BACK.

FROM 2014



FROM 2015



FROM FEB., 2016



**WE DO NOT WANT A PAVED PARKING LANE, IN EFFECT, TO BE PART OF THE FINALIZED PLAN. WE WOULD LIKE THE MASONRY FENCE TO BE LOCATED WITHIN ABOUT 1 FOOT FROM THE ALLEY BOUNDARY.**

- **EXAMPLES OF THE WALGREEN FENCE TO SHOW WHAT WE ARE EXPECTING IN TERMS OF QUALITY AND ESTHETICS. NOTICE THE CURBING THAT CAN PREVENT TRAFFIC FROM DAMAGING FENCE.**





## **CONCLUSIONS**

IF THE BOARD CANNOT ACTUALLY GUARANTEE ALL OF THESE REQUESTS, INTENDED TO GIVE US THE SECURITY AND PEACE OF MIND THAT WE SEEK, THEN YOU SHOULD REJECT THIS PLAN.

IF THERE IS ANY DOUBT OR ANY REASON TO THINK THAT ANY OF THESE CONDITIONS CANNOT BE GUARANTEED, THEN YOU SHOULD REJECT THIS PLAN.

IF THE BOARD CANNOT GUARANTEE THAT THERE WILL BE NO NEED TO CREATE AN OPENING IN THE 8 FOOT TALL MASONRY FENCE – NOT A GATE OR A DOOR, NOT A DRIVEWAY EXIT, NOT AN EMERGENCY EXIT, NOT A FIRE EXIT, THEN YOU SHOULD REJECT THIS PLAN.

IF THERE IS ANY DOUBT ABOUT THE IMPACT ON TRAFFIC ON EAST PRAIRIE AVENUE OR IN THE ALLEY, THEN YOU SHOULD REJECT THIS PLAN.

REMEMBER THAT THE ONLY REASON THAT THE NEIGHBORS HAVE PARTICIPATED IN THESE DISCUSSIONS IS IN HOPES OF ACHIEVING A PLAN THAT IS BOTH SATISFACTORY TO THE MALNATIS RESTAURANT NEEDS AS WELL AS PROVIDES THE STATED GOALS TO PRESERVE THE LIVABILITY, SECURITY AND PEACE OF MIND OF OUR NEIGHBORHOOD.

**APPENDIX 1: GARBAGE AREA ISSUES & PHOTOS**

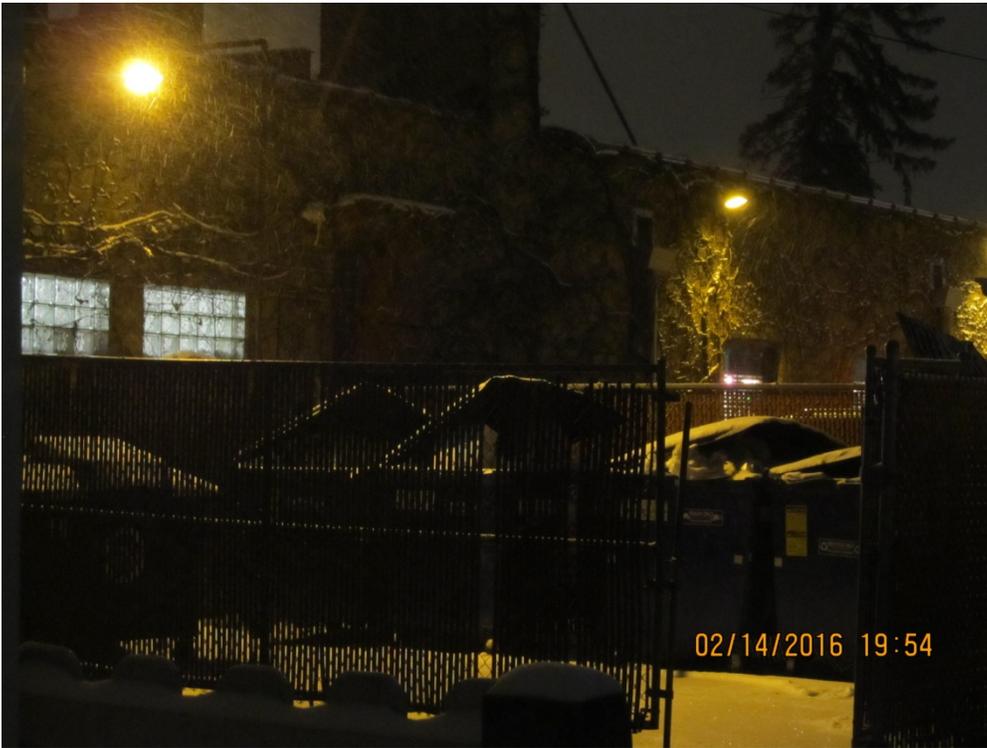
WE SUGGEST A SOLUTION TO ACCESS TO THE TRASH CONTAINERS IS TO MOVE PATH FOR EMPLOYEES TO BE BEHIND THE ROLLING GATE. THIS WILL HIDE THE POTENTIAL FOR CLUTTER AND PREVENT THE OPEN GARBAGE GATE.



THE GATE IS ALWAYS OPEN WITH THE PRESENT LAYOUT



FULL DUMPSTERS - OFTEN OCCURS ON BUSIER DAYS



THE NEW PLAN HAS NO PROVISIONS FOR EMPLOYEE ACCESS TO DUMPSTERS OTHER THAN THE MAIN ROLLING GATE

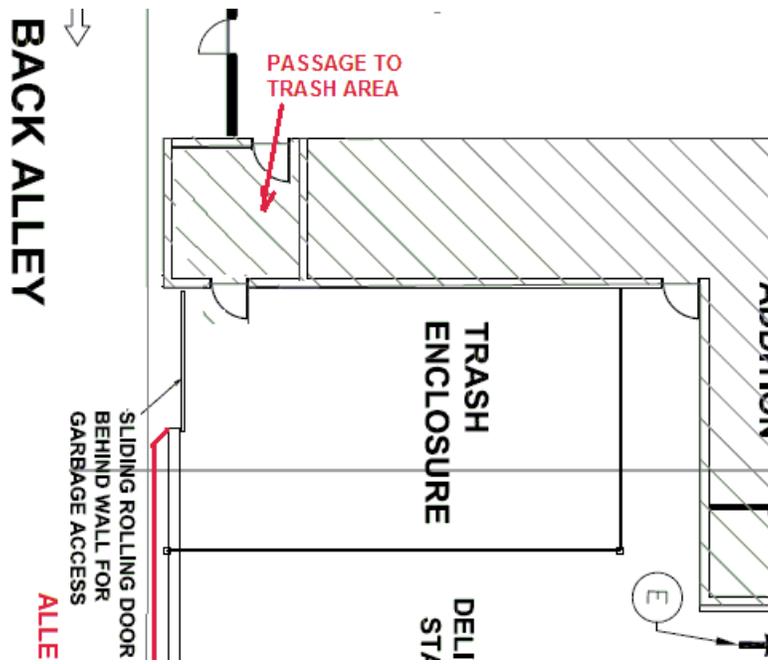


**B** EAST ELEVATION  
1/4" = 1'-0"

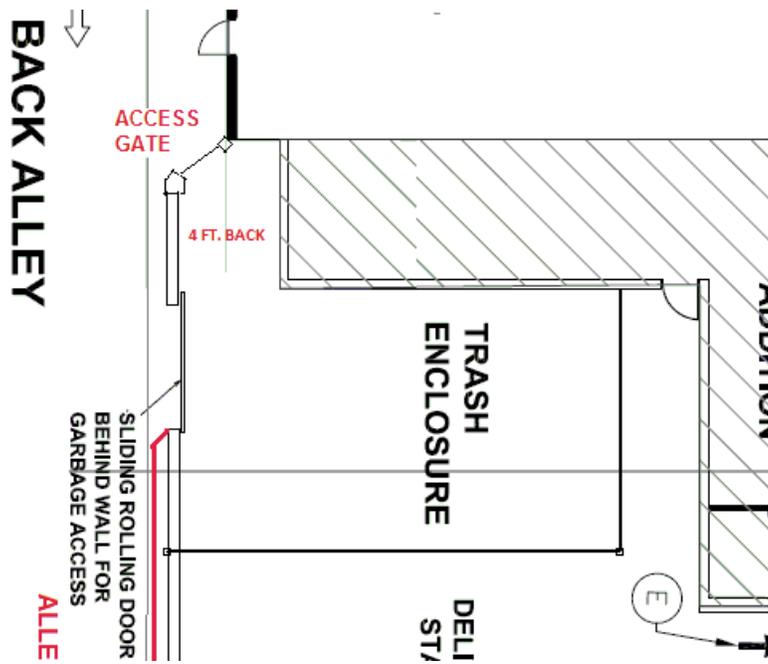
WE DO NOT WANT THIS LARGE GATE LEFT OPEN NOR REPEATEDLY OPENED AND CLOSED. SEE ALTERNATIVE OPTIONS FOR ACCESS BELOW.



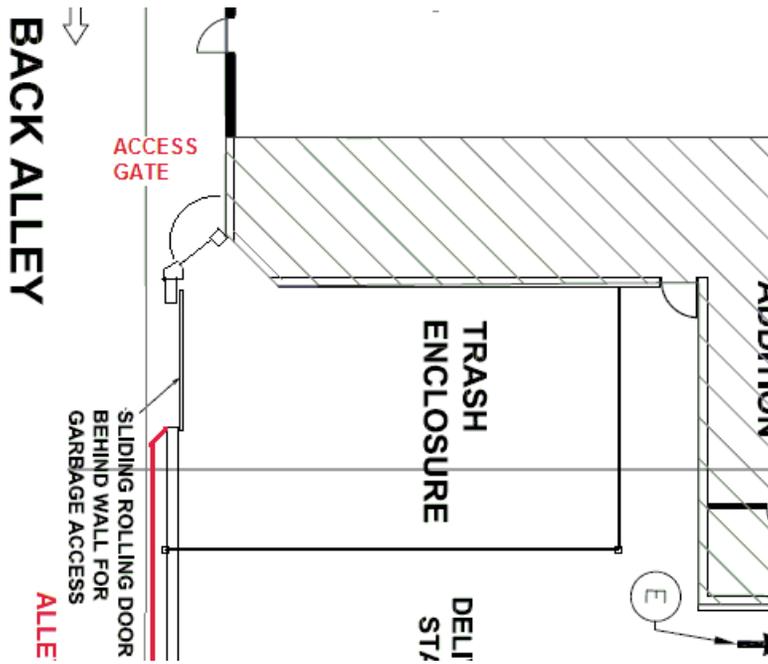
**OPTION 1 – EXTEND REAR OF ADDITION TO PROVIDE EMPLOYEE ENTRANCE TO TRASH DIRECTLY FROM BUILDING**



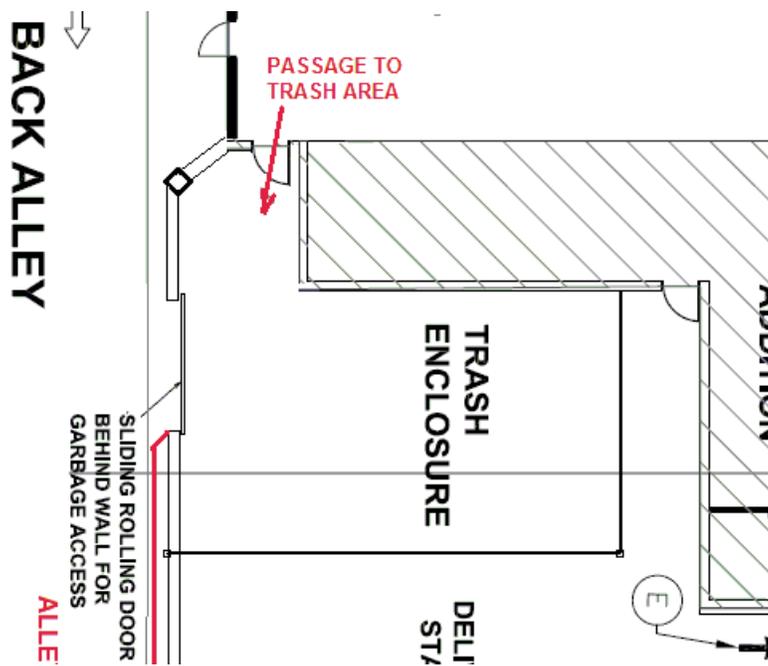
**OPTION 2 – ALLEY GATE WITH BETTER SUPPORT AND REQUIRES BUILDING ADDITION WITH SLIGHT CUT BACK.**



OPTION 3 – ALLEY GATE AND MINOR REDUCTION OF BUILDING ADDITION; HERE THE GATE TERMINATION IS SMALL AND MAY BE INSUFFICIENT.



OPTION 4 – BEST ANSWER, TO PROVIDE DIRECT ACCESS FROM BUILDING BY REDUCING BUILDING ADDITION WITH SLIGHT CUT BACK.



## LOU MALNATI'S PLAN SUMMARY

Lou Malnatis Pizzeria is seeking to build an addition in order to create a separate carry-out lobby for the existing restaurant. This new entrance will enhance our customers' experience in both the carry out and dine-in portions of our store. Currently, our dine-in and our carry-out customers are comingled in the small lobby of our restaurant. This scenario causes significant inefficiencies in how Lou Malnati's services its customers due to the heavy congestion caused by people waiting to be seated, as well as the increasing demand of our carry out patrons.

Lou Malnati's is proposing to do an 1100 square foot addition to the existing restaurant. The addition will include a lobby for carry out customers to pick up their pizzas and a corridor that will connect the lobby to the existing kitchen. To accommodate the addition, Lou Malnatis is proposing to demolish the house to the north which is owned by the Malnati Organization. Within this project plan, Lou Malnatis intends to provide mechanical upgrades and provide various code compliant modifications to the basement of the existing facility. We feel that our new project plan has incorporated many recommendations from the work shop we attended with the village board and the neighbors. Additionally, the project plan provides a significant buffer between restaurant operations and the neighborhood.

Re-purposing the space that the house currently occupies will allow for an additional customer and delivery driver parking spots to be created for the facility. Thus, this addition will create a separate entrance for our carry out customers, as well as a small parking lot in which they may park to pick up their pizzas. This property will be surrounded by an 8' high masonry wall. The southern part of the new lot will provide parking for Malnati delivery drivers, and will serve to keep drivers out of the alley.

Finally, Lou Malnati's expansion will not add any dining room seating to the existing restaurant.

It should be noted that we have reached out to our neighbors for support, and have met with them on several occasions to listen to their concerns about the proposed expansion. We have also participated in a village workshop where feedback was given by the community and the trustees on how to make this a successful project for all stakeholders. The attached plan is the product of the workshop and the meetings with the neighbors.



**REQUIRED ATTACHMENTS \***

Check all Documents that are Attached:

Plat of Survey	<u>X</u>	Applicable Zoning Worksheet	_____
Site Plan	<u>X</u>	Photos of the Property	<u>X</u>
Proof of Ownership	<u>X</u>	PDF Files of all Drawings	<u>X</u>
Floor Plans	<u>X</u>	Elevations	<u>X</u>

\*The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.

**COST REIMBURSEMENT REQUIREMENT**

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: Malnati Org-Attn: Sasha

Address: 3685 Woodhead Dr

City, State, Zip: Northbrook, IL 60062

**ATTESTMENT AND SIGNATURE**

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I also understand that if I desire a Reasonable Accommodation from the Zoning Code based on disability or handicap, that I must complete and submit a different application for consideration and by submitting this application for a Variation, I am attesting that I am not seeking a Reasonable Accommodation. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER:



Signature

SASHA Milosavljevic

Print Name

2/1/16

Date

PETITIONER: (if Different than Property Owner)

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

## VARIATION STANDARDS

*To be approved, each Variation request must meet certain specific standards. These standards are listed below. After each listed standard, explain how your Variation request satisfies the listed standard. Use additional paper if necessary.*

1. The requested Variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

see attached for explanation

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2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

see attached for explanation

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3. The conditions upon which the petition for the Variation is based would not be applicable generally to other property within the same Zoning District.

see attached for explanation

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4. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

see attached for explanation

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**VARIATION STANDARDS (Continued)**

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

see attached for explanation

6. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

see attached for explanation

7. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

see attached for explanation

8. The proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

see attached for explanation



**VILLAGE OF LINCOLNWOOD  
COMMUNITY DEVELOPMENT DEPARTMENT**

**SIGN VARIATION STANDARDS**

*For all Sign Variation and/or Special Sign requests, the Applicant shall also complete Questions 9 through 12.*

9. The proposed Variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

n/a

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10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

n/a

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11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

n/a

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12. The proposed sign conforms with the design and appearance of nearby structures and signs.

n/a

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**VILLAGE OF LINCOLNWOOD  
COMMUNITY DEVELOPMENT DEPARTMENT**

**PUBLIC HEARING FEES AND DEPOSIT SCHEDULE**

**Plan Commission**

Hearing Type	Hearing Fee*	Hearing Deposit**
Special Use - Non Residential Property	\$500	\$2,000
Special Use - Residential Property	\$250	NA
Reasonable Accommodation	\$250	\$2,000
Text Amendment	\$500	\$2,000
Map Amendment	\$500	\$2,000
Planned Unit Development (PUD) 0 to 5 Acres	\$1,250	\$10,000
Planned Unit Development (PUD) 5 to 10 Acres	\$2,500	\$10,000
Planned Unit Development (PUD) Over 10 Acres	\$3,000	\$10,000
Minor Subdivision	\$250	NA
Major Subdivision	\$500	\$2,000

**Zoning Board of Appeals**

Hearing Type	Hearing Fee*	Hearing Deposit**
Major Variation - Non Residential Property	\$500	NA
Major Variation - Residential Property	\$250	NA
Variation - Off-Street Parking	\$500	NA
Variation - Design Standards	\$250	NA
Minor Variation	\$125	NA
Sign Variation/Special Signs	\$500	NA

\* Hearing fees are non-refundable.

\*\* Hearing deposits shall be applied to out-of-pocket expenses incurred by the Village as the result of the Public Hearing process. If additional costs are incurred, or if no deposit is provided, such out-of-pocket expenses will be billed directly to the applicant.

# Variation Standards

1. **The requested variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.**

## **Relief from Minimum Rear Setback:**

Lou Malnati's building currently does not have a ten foot rear setback. We request a variation to follow the same rear setback of the existing building structure in order to maintain an enhanced aesthetic appearance and not create unnecessary "jogs" in foundation lines.

## **Relief from Minimum Number of off street parking spaces:**

Lou Malnati's has been operating at the subject location since 1971 with similar seating capacities since the inception of the business. The intent of our project is NOT to increase the intensity of the building use by increasing seating capacity. Rather, the intent of our project is to enhance our customer experience when visiting our location in the Village of Lincolnwood. By adding the additional square footage for our carryout (c/o), it will allow customers to pick up their pizzas in a more efficient manner via a separate entrance other than the main restaurant entrance. This will eliminate congestion of people in the front of house that are waiting to be seated and/or pick up their pizzas for c/o. A separate c/o entrance will allow for a more expedient "in and out" for our c/o customers, alleviating the need for longer parking durations in the lot. Furthermore, our project is proposing to add an additional 11 parking spaces for customers and a delivery driver parking corral that will maintain all delivery drivers in one area. Additionally, Lou Malnati's has an existing lease agreement with the parcel owner to the west of our property for the use of their lot as overflow for our patrons. Lou Malnati's has posted signage in our main lot to direct patrons to the overflow parking.

## **Relief from Minimum Perimeter & Interior Landscape requirements for off street parking lots:**

Lou Malnatis has been operating in an existing building that was built under different building codes. For the new addition and added parking, we are proposing additional landscaped areas that are dimensioned in the drawing packet. We request a variance on this item because it will detrimentally affect the number of existing parking spots.

**Relief from Minimum Landscape buffer and screening between property within B1 and adjacent residential zoned property:**

With Lou Malnati's new project proposal we are providing a 8' masonry fence around our property. In addition, we have come to an agreement with our neighbor to the north to deed him a portion of our property to create a larger backyard for his home.

**Relief from Required Fence along with 10' Build to line:**

Given the existing conditions, we are requesting a variation to the aforementioned code; however, we are proposing a 8' high masonry fence around the project per the attached drawings

**Relief to Allow Commercial Development to Exceed Max First floor area of 2,500 sf:**

We are requesting a variance because of the existing conditions of the building.

- 2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.**

If the Zoning ordinance was enforced, it would not allow Lou Malnati's to provide a more enhanced experience for customers when visiting our Lincolnwood location. Our main entrance would continue to be comingled with dine in patrons and c/o patrons waiting to pick up their pizzas. Furthermore, we would not be afforded to add additional parking for our restaurant patrons.

- 3. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same Zoning District.**

The variations requested would not be applicable to other property within the same zoning district.

- 4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.**

The requested variations are not exclusively to enhance the value of the property. The variations would allow Lou Malnati's to enhance our customer's experience when they visit our Lincolnwood location. The increased efficiency will keep our customer's loyal to our brand and returning to our Lincolnwood restaurant for many years in the future. Furthermore, our new project plan would enhance the quiet enjoyment of our neighbors

- 5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.**

The alleged hardship has not been caused by any person having interest in the property.

- 6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.**

The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The granting of the variation will benefit the public welfare by providing a more efficient c/o and dine in experience at Lou Malnati's in Lincolnwood.

- 7. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.**

If granted, it is the opinion of Lou Malnati's that the variation request is the minimum change to the Zoning standards which will alleviate the practical hardships of the property.

- 8. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.**

The proposed variation will not impair or affect the aforementioned conditions.



**VILLAGE OF LINCOLNWOOD Public Hearing Application**  
**Community Development Department Map Amendment**

**SUBJECT PROPERTY**

List all property addresses subject to the requested Map Amendment and attach a map identifying the extent of the subject property.

Property Address(es): 6649 Lincoln Ave & 6653 East Prairie Road

Permanent Real Estate Index Number(s): 10-35-312-024/10-35-312-005,006,007,008,015

Current Zoning District: R3 Proposed Zoning District: B1

Lot Area: 32,045 sf

Are there existing development restrictions affecting the property?  Yes  No

(Examples: previous Variations, conditions, easements, covenants) If yes, describe: \_\_\_\_\_

**PETITIONER INFORMATION**

Name: Malnati Organization-Attn: Sasha Milosavljevich

Address: 6649 Lincoln Ave & 6653 East Prairie Road

Telephone: (\_\_\_\_) 847-562-1814 Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: smilosavljevich@loumalnatis.com

**Property Owner(s):** *(if Different from Petitioner)*

Name: *(List all Beneficiaries if Trust)* \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

**COST REIMBURSEMENT REQUIREMENT**

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

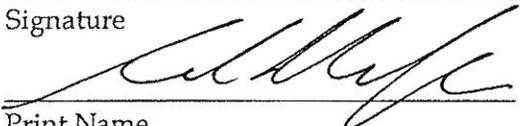
Name: Malnati Org-Attn: Sasha  
Address: 3685 Woodhead Dr  
City, State, Zip: Northbrook, IL 60062

**ATTESTMENT AND SIGNATURE**

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER:

PETITIONER: *(if Different than Property Owner)*

Signature  
  
Print Name  
**Sasha Milosavljevic**  
Date 2/1/16

Signature  
  
Print Name  
  
Date

**REQUIRED ATTACHMENTS \***

Check all Documents that are Attached:

- Map Amendment Standards \_\_\_\_\_
- Plat of Survey   X
- Proof of Ownership   X
- Photos of the Property   X
- PDF files of all documents   X

*\*The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

## MAP AMENDMENT STANDARDS

*To be approved, the requested Map Amendment must meet certain specific standards. These standards are listed below. After each listed standard, explain how the Map Amendment satisfies the listed standard. Use additional paper if necessary.*

1. Nature of Request: Explain below why you are seeking a Map Amendment to the Zoning Map. What is it that you would like to do that requires a change in the zoning of the subject property?

The Malnati Organization is seeking to change the zoning of our property at 6653 East Prairie from R3-B1. The request will provide us the ability to create additional parking for the existing restaurant.

2. What existing uses and structures are located on the subject property? How does the proposed Map Amendment impact the conforming status of the existing uses and structures?

At 6653 East Prairie, there is an existing single family home. The intent would be to demolish the house. If the map amendment is granted, there should be no non-conforming uses.  
(See drawings for existing conditions)

3. Identify the zoning of the surrounding properties. Identify how the proposed Map Amendment is consistent with the surrounding zoning and the Comprehensive Plan.

The majority of the surrounding properties on Lincoln Ave are traditional business zoning. The amendment would allow the Malnati Org to utilize its adjacent property in the same fashion as the restaurant is zoned.

4. Indicate why you believe this zoning change is needed and why it would benefit the Village.

\*Create less congestion from restaurant ops into the surrounding neighborhood (ie masonry wall)

\*Create more patron parking spots

\*Create delivery driver parking



# VILLAGE OF LINCOLNWOOD

## COMMUNITY DEVELOPMENT DEPARTMENT

### PUBLIC HEARING FEES AND DEPOSIT SCHEDULE

#### Plan Commission

Hearing Type	Hearing Fee*	Hearing Deposit**
Special Use - Non Residential Property	\$500	\$2,000
Special Use - Residential Property	\$250	NA
Reasonable Accommodation	\$250	\$2,000
Text Amendment	\$500	\$2,000
Map Amendment	\$500	\$2,000
Planned Unit Development (PUD) 0 to 5 acres	\$1,250	\$10,000
Planned Unit Development (PUD) 5 to 10 acres	\$2,500	\$10,000
Planned Unit Development (PUD) Over 10 acres	\$3,000	\$10,000
Minor Subdivision	\$250	NA
Major Subdivision	\$500	\$2,000

#### Zoning Board of Appeals

Hearing Type	Hearing Fee*	Hearing Deposit**
Major Variation - Non Residential Property	\$500	NA
Major Variation - Residential Property	\$250	NA
Variation - Off-Street Parking	\$500	NA
Variation - Design Standards	\$250	NA
Minor Variation	\$125	NA
Sign Variation/Special Signs	\$500	NA

\* Hearing fees are non-refundable.

\*\* Hearing deposits shall be applied to out-of-pocket expenses incurred by the Village as the result of the Public Hearing process. If additional costs are incurred, or if no deposit is provided, such out-of-pocket expenses will be billed directly to the applicant.





**SPECIAL USE STANDARDS**

*To be approved, each Special Use request must meet certain specific standards. These standards are listed below. After each listed standard, explain how the Special Use request satisfies the listed standard. Use additional paper if necessary.*

- 1. Please explain how the Special Use is necessary for the public convenience at this location and the subject property is deemed suitable for the use. (Please explain in detail)

The existing Lou Malnatis Pizzeria at 6649 Lincoln Ave was originally built under different building codes. In order to continue to service our local customers and continue to be great neighbors in the community, we are requesting a special use for our new project which will provide additional parking for our patrons and create a buffer from the restaurant ops to the residential neighborhood.

- 2. Please explain how the Special Use is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.

The special use is designed to contain (via 8' tall masonry wall) restaurant operations within the proposed map amendment.

- 3. Please explain how this Special Use would not cause substantial injury to the value of other property in the neighborhood in which it is located.

The special use request and newly submitted design will provide a buffer from the residential neighborhood which in turn would not provide injury to the value of adjacent properties. In fact, the new design should enhance the value of the surrounding property values.

**SPECIAL USE STANDARDS (Continued)**

4. The Special Use is consistent with the goals and policies of the Comprehensive Plan.

It is our judgement that the special use is consistent with the goals & policies of the comprehensive plan.

5. The Special Use would not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the underlying Zoning District.

The special use would not impede the normal and orderly development.

6. Please explain how the Special Use is so designed to provide adequate utilities, access roads, drainage, or necessary facilities.

Please refer to the drawings attached within the board packet.

7. Please explain how the Special Use is so designed to provide ingress and egress to minimize traffic congestion on public streets.

Please refer to the traffic ingress & egress drawings provided in the board packet.



**VILLAGE OF LINCOLNWOOD  
COMMUNITY DEVELOPMENT DEPARTMENT**

**PUBLIC HEARING FEES AND DEPOSIT SCHEDULE**

**Plan Commission**

Hearing Type	Hearing Fee*	Hearing Deposit**
Special Use - Non Residential Property	\$500	\$2,000
Special Use - Residential Property	\$250	NA
Reasonable Accommodation	\$250	\$2,000
Text Amendment	\$500	\$2,000
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Planned Unit Development (PUD) 5 to 10 Acres	\$2,500	\$10,000
Planned Unit Development (PUD) Over 10 Acres	\$3,000	\$10,000
Minor Subdivision	\$250	NA
Major Subdivision	\$500	\$2,000

**Zoning Board of Appeals**

Hearing Type	Hearing Fee*	Hearing Deposit**
Major Variation - Non Residential Property	\$500	NA
Major Variation - Residential Property	\$250	NA
Variation - Off-Street Parking	\$500	NA
Variation - Design Standards	\$250	NA
Minor Variation	\$125	NA
Sign Variation/Special Signs	\$500	NA

\* Hearing fees are non-refundable.

\*\* Hearing deposits shall be applied to out-of-pocket expenses incurred by the Village as the result of the Public Hearing process. If additional costs are incurred, or if no deposit is provided, such out-of-pocket expenses will be billed directly to the applicant.

**TOTAL PAYMENT DUE****\$7,299.51**

By 08/03/15 (on time)

**2014 Second Installment Property Tax Bill**

Property Index Number (PIN) 10-35-312-008-0000    Volume 130    Code 24015    Tax Year 2014    (Payable In) (2015)    Township NILES    Classification 5-92

IF PAYING LATE, PLEASE PAY    08/04/15-09/01/15 \$7,409.00    09/02/15-10/01/15 \$7,518.49    10/02/15-11/01/15 \$7,627.98    LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW

**TAXING DISTRICT BREAKDOWN**

Taxing District	2014 Tax	2014 Rate	2014 %	Pension	2013 Tax
<b>MISCELLANEOUS TAXES</b>					
North Shore Mosq Abate. Dist Northfield	17.63	0.011	0.11%		10.96
Metro Water Reclamation Dist of Chicago	689.05	0.430	4.36%	64.09	652.73
Lincolnwood Library District	682.64	0.426	4.32%	16.02	658.99
<b>Miscellaneous Taxes Total</b>	<b>1,389.32</b>	<b>0.867</b>	<b>8.79%</b>		<b>1,322.68</b>
<b>SCHOOL TAXES</b>					
Oakton College Dist Skokie Des Plaines	413.43	0.258	2.62%		400.71
Niles Township HS District 219 (Skokie)	5,848.94	3.650	37.04%	256.39	5,802.53
Lincolnwood School District 74	5,481.98	3.421	34.72%	105.76	5,295.38
<b>School Taxes Total</b>	<b>11,744.35</b>	<b>7.329</b>	<b>74.38%</b>		<b>11,498.62</b>
<b>MUNICIPALITY/TOWNSHIP TAXES</b>					
Village of Lincolnwood	1,543.16	0.963	9.77%	389.39	1,493.29
Road & Bridge Niles	0.00	0.000	0.00%		0.00
General Assistance Niles	11.22	0.007	0.07%		10.96
Town of Niles	80.12	0.050	0.51%		76.70
<b>Municipality/Township Taxes Total</b>	<b>1,634.50</b>	<b>1.020</b>	<b>10.35%</b>		<b>1,580.95</b>
<b>COOK COUNTY TAXES</b>					
Cook County Forest Preserve District	110.57	0.069	0.70%	3.20	108.01
Consolidated Elections	0.00	0.000	0.00%		48.52
County of Cook	474.33	0.296	3.02%	173.06	430.43
Cook County Public Safety	386.19	0.241	2.45%		342.80
Cook County Health Facilities	49.68	0.031	0.31%		103.31
<b>Cook County Taxes Total</b>	<b>1,020.77</b>	<b>0.637</b>	<b>6.48%</b>		<b>1,033.07</b>
<b>(Do not pay these totals)</b>	<b>15,788.94</b>	<b>9.853</b>	<b>100.00%</b>		<b>15,435.32</b>

**TAX CALCULATOR**

2013 Assessed Value	58,799	2014 Total Tax Before Exemptions	15,788.94
2014 Assessed Value	58,799	Homeowner's Exemption	.00
2014 State Equalization Factor X	2.7253	Senior Citizen Exemption	.00
2014 Equalized Assessed Value (EAV)	160,245	Senior Assessment Freeze Exemption	.00
2014 Local Tax Rate X	9.853%	2014 Total Tax After Exemptions	15,788.94
2014 Total Tax Before Exemptions	15,788.94	First Installment	8,489.43
		Second Installment +	7,299.51
		Total 2014 Tax (Payable In 2015)	15,788.94

**IMPORTANT MESSAGES**

- Thank you for your first installment payment of: \$8,489.43 on 03-03-15

**PROPERTY LOCATION**6649 LINCOLN AVE  
LINCOLNWOOD IL 60712 3605**MAILING ADDRESS**MALNATI ORGANIZATION  
3685 WOODHEAD DR  
NORTHBROOK IL 60062-1816



**Cook County Treasurer's Office**  
MARIA PAPPAS, TREASURER

**Tax Year 2014 - Installment 2**



Thank you for your payment.

Property Index Number (PIN): 10-35-312-008-0000 Volume Number 130

Name: MALNATI ORGANIZATION  
Property Location: 6649 LINCOLN AVE LINCOLNWOOD, IL 60712-3605  
Mailing Address: 3685 WOODHEAD DR NORTHBROOK, IL 60062-1816  
Tax Amount Due: \$7,299.51  
Transit ABA Account: 071000013, Business Checking Account ending in 8433  
Tax Amount Paid: \$7,299.51  
Convenience Fee: \$1.00  
Submitted: 08-03-2015, 9:15 PM

Your payment has been submitted. It will be reflected on our website within 10 business days.

Your confirmation number is 20150803-2637801. Your payment is subject to further verification by the Cook County Treasurer's Office.

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**TOTAL PAYMENT DUE**

**\$1,339.29**

By 08/03/15 (on time)

**2014 Second Installment Property Tax Bill**

Property Index Number (PIN) 10-35-312-015-0000 Volume 130 Code 24015 Tax Year 2014 (Payable In) (2015) Township NILES Classification 5-90

IF PAYING LATE, PLEASE PAY 08/04/15-09/01/15 \$1,359.38 09/02/15-10/01/15 \$1,379.47 10/02/15-11/01/15 \$1,399.56 LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW

**TAXING DISTRICT BREAKDOWN**

Taxing District	2014 Tax	2014 Rate	2014 %	Pension	2013 Tax
<b>MISCELLANEOUS TAXES</b>					
North Shore Mosq Abate. Dist Northfield	3.23	0.011	0.11%		2.01
Metro Water Reclamation Dist of Chicago	126.42	0.430	4.36%	11.76	119.76
Lincolnwood Library District	125.25	0.426	4.32%	2.94	120.91
<b>Miscellaneous Taxes Total</b>	<b>254.90</b>	<b>0.867</b>	<b>8.79%</b>		<b>242.68</b>
<b>SCHOOL TAXES</b>					
Oakton College Dist Skokie Des Plaines	75.85	0.258	2.62%		73.52
Niles Township HS District 219 (Skokie)	1,073.14	3.650	37.04%	47.04	1,064.61
Lincolnwood School District 74	1,005.81	3.421	34.72%	19.40	971.56
<b>School Taxes Total</b>	<b>2,154.80</b>	<b>7.329</b>	<b>74.38%</b>		<b>2,109.69</b>
<b>MUNICIPALITY/TOWNSHIP TAXES</b>					
Village of Lincolnwood	283.13	0.963	9.77%	71.44	273.98
Road & Bridge Niles	0.00	0.000	0.00%		0.00
General Assistance Niles	2.06	0.007	0.07%		2.01
Town of Niles	14.70	0.050	0.51%		14.07
<b>Municipality/Township Taxes Total</b>	<b>299.89</b>	<b>1.020</b>	<b>10.35%</b>		<b>290.06</b>
<b>COOK COUNTY TAXES</b>					
Cook County Forest Preserve District	20.29	0.069	0.70%	0.58	19.82
Consolidated Elections	0.00	0.000	0.00%		8.90
County of Cook	87.03	0.296	3.02%	31.75	78.99
Cook County Public Safety	70.86	0.241	2.45%		62.89
Cook County Health Facilities	9.11	0.031	0.31%		18.95
<b>Cook County Taxes Total</b>	<b>187.29</b>	<b>0.637</b>	<b>6.48%</b>		<b>189.55</b>
<b>(Do not pay these totals)</b>	<b>2,896.88</b>	<b>9.853</b>	<b>100.00%</b>		<b>2,831.98</b>

**TAX CALCULATOR**

2013 Assessed Value	10,788	2014 Total Tax Before Exemptions	2,896.88
2014 Assessed Value	10,788	Homeowner's Exemption	.00
2014 State Equalization Factor X	2.7253	Senior Citizen Exemption	.00
2014 Equalized Assessed Value (EAV)	29,401	Senior Assessment Freeze Exemption	.00
2014 Local Tax Rate X	9.853%	2014 Total Tax After Exemptions	2,896.88
2014 Total Tax Before Exemptions	2,896.88	First Installment	1,557.59
		Second Installment +	1,339.29
		Total 2014 Tax (Payable in 2015)	2,896.88

**IMPORTANT MESSAGES**

- Thank you for your first installment payment of: \$1,557.59 on 03-03-15

**PROPERTY LOCATION**

6649 LINCOLN AVE  
LINCOLNWOOD IL 60712 3605

**MAILING ADDRESS**

MALNATI ORGANIZATION  
3685 WOODHEAD DR  
NORTHBROOK IL 60062-1816



Cook County Treasurer's Office  
MARIA PAPPAS, TREASURER

## Tax Year 2014 - Installment 2



Thank you for your payment.

Property Index Number (PIN): 10-35-312-015-0000 Volume Number 130

Name: MALNATI ORGANIZATION  
Property Location: 6649 LINCOLN AVE LINCOLNWOOD, IL 60712-3605  
Mailing Address: 3685 WOODHEAD DR NORTHBROOK, IL 60062-1816  
Tax Amount Due: \$1,339.29  
Transit ABA Account: 071000013, Business Checking Account ending in 8433  
Tax Amount Paid: \$1,339.29  
Convenience Fee: \$1.00  
Submitted: 08-03-2015, 9:18 PM

Your payment has been submitted. It will be reflected on our website within 10 business days.

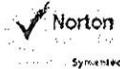
Your confirmation number is 20150803-2637853. Your payment is subject to further verification by the Cook County Treasurer's Office.

If after 10 business days your payment is not reflected, please refer to "Contact Us" for phone and e-mail access to the Treasurer's Office.

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**TOTAL PAYMENT DUE**

**\$1,118.38**

By 08/03/15 (on time)

**2014 Second Installment Property Tax Bill**

Property Index Number (PIN) 10-35-312-005-0000 Volume 130 Code 24015 Tax Year (Payable In) 2014 (2015) Township NILES Classification 5-90

IF PAYING LATE, PLEASE PAY 08/04/15-09/01/15 \$1,135.16 09/02/15-10/01/15 \$1,151.94 10/02/15-11/01/15 \$1,168.72 LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW

**TAXING DISTRICT BREAKDOWN**

Taxing District	2014 Tax	2014 Rate	2014 %	Pension	2013 Tax
<b>MISCELLANEOUS TAXES</b>					
North Shore Mosq Abate. Dist Northfield	2.70	0.011	0.11%		1.68
Metro Water Reclamation Dist of Chicago	105.57	0.430	4.36%	9.82	100.01
Lincolnwood Library District	104.59	0.426	4.32%	2.45	100.97
<b>Miscellaneous Taxes Total</b>	<b>212.86</b>	<b>0.867</b>	<b>8.79%</b>		<b>202.66</b>
<b>SCHOOL TAXES</b>					
Oakton College Dist Skokie Des Plaines	63.34	0.258	2.62%		61.40
Niles Township HS District 219 (Skokie)	896.15	3.650	37.04%	39.28	889.05
Lincolnwood School District 74	839.92	3.421	34.72%	16.20	811.34
<b>School Taxes Total</b>	<b>1,799.41</b>	<b>7.329</b>	<b>74.38%</b>		<b>1,761.79</b>
<b>MUNICIPALITY/TOWNSHIP TAXES</b>					
Village of Lincolnwood	236.44	0.963	9.77%	59.66	228.80
Road & Bridge Niles	0.00	0.000	0.00%		0.00
General Assistance Niles	1.72	0.007	0.07%		1.68
Town of Niles	12.28	0.050	0.51%		11.75
<b>Municipality/Township Taxes Total</b>	<b>250.44</b>	<b>1.020</b>	<b>10.35%</b>		<b>242.23</b>
<b>COOK COUNTY TAXES</b>					
Cook County Forest Preserve District	16.94	0.069	0.70%	0.49	16.55
Consolidated Elections	0.00	0.000	0.00%		7.43
County of Cook	72.68	0.296	3.02%	26.51	65.95
Cook County Public Safety	59.17	0.241	2.45%		52.52
Cook County Health Facilities	7.61	0.031	0.31%		15.83
<b>Cook County Taxes Total</b>	<b>156.40</b>	<b>0.637</b>	<b>6.48%</b>		<b>158.28</b>
<b>(Do not pay these totals)</b>	<b>2,419.11</b>	<b>9.853</b>	<b>100.00%</b>		<b>2,364.96</b>

**TAX CALCULATOR**

2013 Assessed Value	9,009	2014 Total Tax Before Exemptions	2,419.11
2014 Assessed Value	9,009	Homeowner's Exemption	.00
2014 State Equalization Factor X	2.7253	Senior Citizen Exemption	.00
2014 Equalized Assessed Value (EAV)	24,552	Senior Assessment Freeze Exemption	.00
2014 Local Tax Rate X	9.853%	2014 Total Tax After Exemptions	2,419.11
2014 Total Tax Before Exemptions	2,419.11	First Installment	1,300.73
		Second Installment +	1,118.38
		Total 2014 Tax (Payable In 2015)	2,419.11

**IMPORTANT MESSAGES**

- Thank you for your first installment payment of: \$1,300.73 on 03-03-15

**PROPERTY LOCATION**

6649 LINCOLN AVE  
LINCOLNWOOD IL 60712 3605

**MAILING ADDRESS**

MALNATI ORGANIZATION  
3685 WOODHEAD DR  
NORTHBROOK IL 60062-1816



Cook County Treasurer's Office  
MARIA PAPPAS, TREASURER

Tax Year 2014 - Installment 2



Thank you for your payment.

Property Index Number (PIN): 10-35-312-005-0000 Volume Number 130

Name: MALNATI ORGANIZATION  
Property Location: 6649 LINCOLN AVE LINCOLNWOOD, IL 60712-3605  
Mailing Address: 3685 WOODHEAD DR NORTHBROOK, IL 60062-1816  
Tax Amount Due: \$1,118.38  
Transit ABA Account: 071000013, Business Checking Account ending in 8433  
Tax Amount Paid: \$1,118.38  
Convenience Fee: \$1.00  
Submitted: 08-03-2015, 9:22 PM

Your payment has been submitted. It will be reflected on our website within 10 business days.

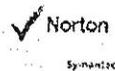
Your confirmation number is 20150803-2637910. Your payment is subject to further verification by the Cook County Treasurer's Office.

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**TOTAL PAYMENT DUE**

**\$6,344.61** ✓

By 08/03/15 (on time)

**2014 Second Installment Property Tax Bill**

Property Index Number (PIN) 10-35-312-007-0000 Volume 130 Code 24015 Tax Year 2014 (Payable In) (2015) Township NILES Classification 5-92

IF PAYING LATE, PLEASE PAY 08/04/15-09/01/15 \$6,439.78 09/02/15-10/01/15 \$6,534.95 10/02/15-11/01/15 \$6,630.12 LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW

**TAXING DISTRICT BREAKDOWN**

Taxing District	2014 Tax	2014 Rate	2014 %	Pension	2013 Tax
<b>MISCELLANEOUS TAXES</b>					
North Shore Mosq Abate. Dist Northfield	15.32	0.011	0.11%		9.52
Metro Water Reclamation Dist of Chicago	598.91	0.430	4.36%	55.71	567.34
Lincolnwood Library District	593.34	0.426	4.32%	13.92	572.78
<b>Miscellaneous Taxes Total</b>	<b>1,207.57</b>	<b>0.867</b>	<b>8.79%</b>		<b>1,149.64</b>
<b>SCHOOL TAXES</b>					
Oakton College Dist Skokie Des Plaines	359.35	0.258	2.62%		348.29
Niles Township HS District 219 (Skokie)	5,083.79	3.650	37.04%	222.85	5,043.45
Lincolnwood School District 74	4,764.84	3.421	34.72%	91.92	4,602.64
<b>School Taxes Total</b>	<b>10,207.98</b>	<b>7.329</b>	<b>74.38%</b>		<b>9,994.38</b>
<b>MUNICIPALITY/TOWNSHIP TAXES</b>					
Village of Lincolnwood	1,341.29	0.963	9.77%	338.45	1,297.94
Road & Bridge Niles	0.00	0.000	0.00%		0.00
General Assistance Niles	9.75	0.007	0.07%		9.52
Town of Niles	69.64	0.050	0.51%		66.67
<b>Municipality/Township Taxes Total</b>	<b>1,420.68</b>	<b>1.020</b>	<b>10.35%</b>		<b>1,374.13</b>
<b>COOK COUNTY TAXES</b>					
Cook County Forest Preserve District	96.10	0.069	0.70%	2.78	93.88
Consolidated Elections	0.00	0.000	0.00%		42.18
County of Cook	412.28	0.296	3.02%	150.42	374.14
Cook County Public Safety	335.67	0.241	2.45%		297.95
Cook County Health Facilities	43.18	0.031	0.31%		89.79
<b>Cook County Taxes Total</b>	<b>887.23</b>	<b>0.637</b>	<b>6.48%</b>		<b>897.94</b>
<b>(Do not pay these totals)</b>	<b>13,723.46</b>	<b>9.853</b>	<b>100.00%</b>		<b>13,416.09</b>

**TAX CALCULATOR**

2013 Assessed Value	51,107	2014 Total Tax Before Exemptions	13,723.46
		Homeowner's Exemption	.00
		Senior Citizen Exemption	.00
2014 Assessed Value	51,107	Senior Assessment Freeze Exemption	.00
2014 State Equalization Factor X	.27253		
2014 Equalized Assessed Value (EAV)	139,282	2014 Total Tax After Exemptions	13,723.46
2014 Local Tax Rate X	9.853%	First Installment	7,378.85
2014 Total Tax Before Exemptions	13,723.46	Second Installment +	6,344.61
		Total 2014 Tax (Payable in 2015)	13,723.46

**IMPORTANT MESSAGES**

Thank you for your first installment payment of: \$7,378.85 on 03-03-15

**PROPERTY LOCATION**

6649 LINCOLN AVE  
LINCOLNWOOD IL 60712 3605

**MAILING ADDRESS**

MALNATI ORGANIZATION  
3885 WOODHEAD DR  
NORTHBROOK IL 60062-1816



Cook County Treasurer's Office  
MARIA PAPPAS, TREASURER

## Tax Year 2014 - Installment 2



Thank you for your payment.

Property Index Number (PIN): 10-35-312-007-0000 Volume Number 130

Name: MALNATI ORGANIZATION  
Property Location: 6649 LINCOLN AVE LINCOLNWOOD, IL 60712-3605  
Mailing Address: 3685 WOODHEAD DR NORTHBROOK, IL 60062-1816  
Tax Amount Due: \$6,344.61  
Transit ABA Account: 071000013, Business Checking Account ending in 8433  
Tax Amount Paid: \$6,344.61  
Convenience Fee: \$1.00  
Submitted: 08-03-2015, 9:26 PM

Your payment has been submitted. It will be reflected on our website within 10 business days.

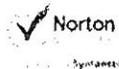
Your confirmation number is 20150803-2637966. Your payment is subject to further verification by the Cook County Treasurer's Office.

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**TOTAL PAYMENT DUE**

**\$6,344.61** ✓

By 08/03/15 (on time)

**2014 Second Installment Property Tax Bill**

Property Index Number (PIN) 10-35-312-006-0000 Volume 130 Code 24015 Tax Year (Payable In) 2014 (2015) Township NILES Classification 5-92

IF PAYING LATE, PLEASE PAY 08/04/15-09/01/15 \$6,439.78 09/02/15-10/01/15 \$6,534.95 10/02/15-11/01/15 \$6,630.12 LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW

**TAXING DISTRICT BREAKDOWN**

Taxing District	2014 Tax	2014 Rate	2014 %	Pension	2013 Tax
<b>MISCELLANEOUS TAXES</b>					
North Shore Mosq Abate. Dist Northfield	15.32	0.011	0.11%		9.52
Metro Water Reclamation Dist of Chicago	598.91	0.430	4.36%	55.71	567.34
Lincolnwood Library District	593.34	0.426	4.32%	13.92	572.78
<b>Miscellaneous Taxes Total</b>	<b>1,207.57</b>	<b>0.867</b>	<b>8.79%</b>		<b>1,149.64</b>
<b>SCHOOL TAXES</b>					
Oakton College Dist Skokie Des Plaines	359.35	0.258	2.62%		348.29
Niles Township HS District 219 (Skokie)	5,083.79	3.650	37.04%	222.85	5,043.45
Lincolnwood School District 74	4,764.84	3.421	34.72%	91.92	4,602.64
<b>School Taxes Total</b>	<b>10,207.98</b>	<b>7.329</b>	<b>74.38%</b>		<b>9,994.38</b>
<b>MUNICIPALITY/TOWNSHIP TAXES</b>					
Village of Lincolnwood	1,341.29	0.963	9.77%	338.45	1,297.94
Road & Bridge Niles	0.00	0.000	0.00%		0.00
General Assistance Niles	9.75	0.007	0.07%		9.52
Town of Niles	69.64	0.050	0.51%		66.67
<b>Municipality/Township Taxes Total</b>	<b>1,420.68</b>	<b>1.020</b>	<b>10.35%</b>		<b>1,374.13</b>
<b>COOK COUNTY TAXES</b>					
Cook County Forest Preserve District	96.10	0.069	0.70%	2.78	93.88
Consolidated Elections	0.00	0.000	0.00%		42.18
County of Cook	412.28	0.296	3.02%	150.42	374.14
Cook County Public Safety	335.67	0.241	2.45%		297.95
Cook County Health Facilities	43.18	0.031	0.31%		89.79
<b>Cook County Taxes Total</b>	<b>887.23</b>	<b>0.637</b>	<b>6.48%</b>		<b>897.94</b>
<b>(Do not pay these totals)</b>	<b>13,723.46</b>	<b>9.853</b>	<b>100.00%</b>		<b>13,416.09</b>

**TAX CALCULATOR**

2013 Assessed Value	51,107	2014 Total Tax Before Exemptions	13,723.46
2014 Assessed Value	51,107	Homeowner's Exemption	.00
2014 State Equalization Factor X	2.7253	Senior Citizen Exemption	.00
2014 Equalized Assessed Value (EAV)	139,282	Senior Assessment Freeze Exemption	.00
2014 Local Tax Rate X	9.853%	2014 Total Tax After Exemptions	13,723.46
2014 Total Tax Before Exemptions	13,723.46	First Installment	7,378.85
		Second Installment +	6,344.61
		Total 2014 Tax (Payable In 2015)	13,723.46

**IMPORTANT MESSAGES**

- Thank you for your first installment payment of: \$7,378.85 on 03-03-15

**PROPERTY LOCATION**

6649 LINCOLN AVE  
LINCOLNWOOD IL 60712 3605

**MAILING ADDRESS**

MALNATI ORGANIZATION  
3695 WOODHEAD DR  
NORTHBROOK IL 60062-1816



Cook County Treasurer's Office  
MARIA PAPPAS, TREASURER

## Tax Year 2014 - Installment 2



Thank you for your payment.

Property Index Number (PIN): 10-35-312-006-0000 Volume Number 130

Name: MALNATI ORGANIZATION  
Property Location: 6649 LINCOLN AVE LINCOLNWOOD, IL 60712-3605  
Mailing Address: 3685 WOODHEAD DR NORTHBROOK, IL 60062-1816  
Tax Amount Due: \$6,344.61  
Transit ABA Account: 071000013, Business Checking Account ending in 8433  
Tax Amount Paid: \$6,344.61  
Convenience Fee: \$1.00  
Submitted: 08-03-2015, 9:30 PM

Your payment has been submitted. It will be reflected on our website within 10 business days.

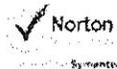
Your confirmation number is 20150803-2638036. Your payment is subject to further verification by the Cook County Treasurer's Office.

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**TOTAL PAYMENT DUE**

**\$2,338.22** ✓

By 08/03/15 (on time)

**2014 Second Installment Property Tax Bill**

Property Index Number (PIN) 10-35-312-024-0000 Volume 130 Code 24015 Tax Year 2014 (Payable In) (2015) Township NILES Classification 2-02

IF PAYING LATE, PLEASE PAY 08/04/15-09/01/15 \$2,373.29 09/02/15-10/01/15 \$2,408.36 10/02/15-11/01/15 \$2,443.43 LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW

**TAXING DISTRICT BREAKDOWN**

Taxing District	2014 Tax	2014 Rate	2014 %	Pension	2013 Tax
<b>MISCELLANEOUS TAXES</b>					
North Shore Mosq Abate. Dist Northfield	5.65	0.011	0.11%		3.51
Metro Water Reclamation Dist of Chicago	220.72	0.430	4.36%	20.53	209.09
Lincolnwood Library District	218.67	0.426	4.32%	5.13	211.09
<b>Miscellaneous Taxes Total</b>	<b>445.04</b>	<b>0.867</b>	<b>8.79%</b>		<b>423.69</b>
<b>SCHOOL TAXES</b>					
Oakton College Dist Skokie Des Plaines	132.43	0.258	2.62%		128.36
Niles Township HS District 219 (Skokie)	1,873.58	3.650	37.04%	82.12	1,858.73
Lincolnwood School District 74	1,756.03	3.421	34.72%	33.87	1,696.27
<b>School Taxes Total</b>	<b>3,762.04</b>	<b>7.329</b>	<b>74.38%</b>		<b>3,683.36</b>
<b>MUNICIPALITY/TOWNSHIP TAXES</b>					
Village of Lincolnwood	494.32	0.963	9.77%	124.73	478.35
Road & Bridge Niles	0.00	0.000	0.00%		0.00
General Assistance Niles	3.59	0.007	0.07%		3.51
Town of Niles	25.67	0.050	0.51%		24.57
<b>Municipality/Township Taxes Total</b>	<b>523.58</b>	<b>1.020</b>	<b>10.35%</b>		<b>506.43</b>
<b>COOK COUNTY TAXES</b>					
Cook County Forest Preserve District	35.42	0.069	0.70%	1.02	34.80
Consolidated Elections	0.00	0.000	0.00%		15.54
County of Cook	151.94	0.296	3.02%	55.43	137.88
Cook County Public Safety	123.71	0.241	2.45%		109.81
Cook County Health Facilities	15.91	0.031	0.31%		33.09
<b>Cook County Taxes Total</b>	<b>326.98</b>	<b>0.637</b>	<b>6.48%</b>		<b>330.92</b>
<b>(Do not pay these totals)</b>	<b>5,057.64</b>	<b>9.853</b>	<b>100.00%</b>		<b>4,944.40</b>

**TAX CALCULATOR**

2013 Assessed Value	18,835	2014 Total Tax Before Exemptions	5,057.64
2014 Property Value	188,350	Homeowner's Exemption	.00
2014 Assessment Level	X 10%	Senior Citizen Exemption	.00
2014 Assessed Value	18,835	Senior Assessment Freeze Exemption	.00
2014 State Equalization Factor X	2.7253	<b>2014 Total Tax After Exemptions</b>	<b>5,057.64</b>
2014 Equalized Assessed Value (EAV)	51,331	First Installment	2,719.42
2014 Local Tax Rate X	9.853%	Second Installment +	2,338.22
<b>2014 Total Tax Before Exemptions</b>	<b>5,057.64</b>	Total 2014 Tax (Payable In 2015)	5,057.64

**IMPORTANT MESSAGES**

- Thank you for your first installment payment of: \$2,719.42 on 03-03-15

**PROPERTY LOCATION**

6653 PRAIRIE RD  
LINCOLNWOOD IL 60712 3628

**MAILING ADDRESS**

MALNATI ORGANIZATION  
3685 WOODHEAD DR  
NORTHBROOK IL 60062-1816





Lou Malatini's  
PIZZERIA

phmaus

WHEELCHAIR  
ACCESSIBLE  
PARKING

CARRY OUT  
PARKING  
ONLY



Mama's Pizzeria

Mama's Pizzeria



6415 N. Caldwell Ave.  
Chicago, IL 60646

# Plat of Survey

by **Central Survey LLC**

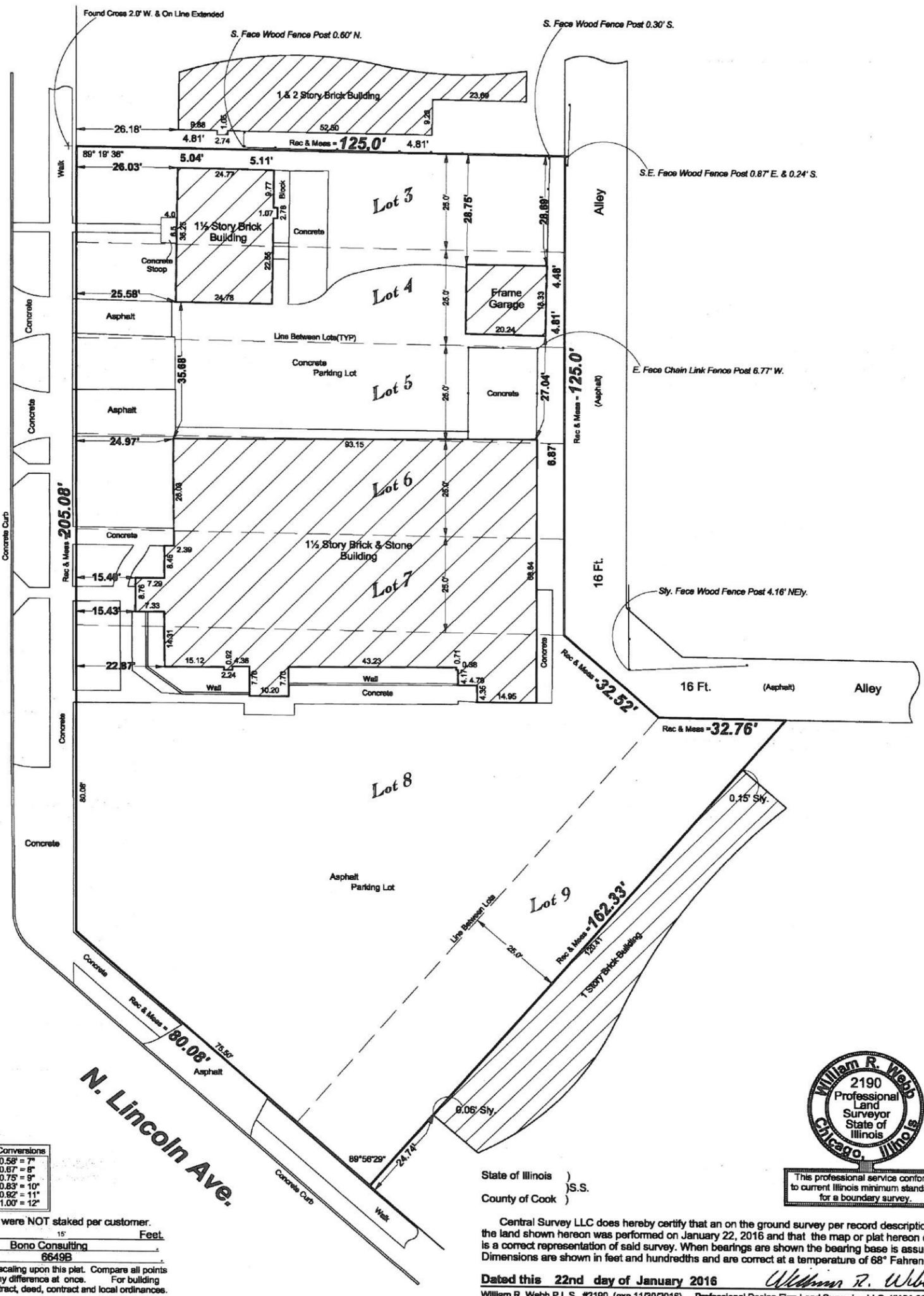
Phone (773) 631-5285  
Fax (773) 775-2071  
www.Centralsurvey.com

**Legal Description**  
Lots 3 to 9, both inclusive, in Block 16 in Lincoln Avenue Gardens, being a Subdivision of part of the North 1/2 of the Southwest 1/4 of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois  
Commonly Known as: 6649 N. Lincoln Avenue & 6653 Prairie Road, Lincolnwood, Illinois  
Area of Land Described: 32,054 Sq. Ft.



**E. Prairie Rd.**

**N. Lincoln Ave.**



**Legend**

- N. = North
- S. = South
- E. = East
- W. = West
- (TYP) = Typical
- Rec = Record
- Meas = Measure
- St. = Street
- Ave. = Avenue

Decimal/Inch Conversions		
0.01" = 1/8"	0.08" = 1"	0.58" = 7"
0.02" = 1/4"	0.17" = 2"	0.87" = 8"
0.03" = 3/8"	0.25" = 3"	0.75" = 9"
0.04" = 1/2"	0.33" = 4"	0.83" = 10"
0.05" = 5/8"	0.42" = 5"	0.92" = 11"
0.06" = 3/4"	0.50" = 6"	1.00" = 12"

NOTE: Property corners were NOT staked per customer.  
Scale: 1 inch equals 15 feet.  
Ordered By: Bono Consulting  
Order Number: 6649B  
Assume no dimension from scaling upon this plat. Compare all points before building and report any difference at once. For building restrictions refer to your abstract, deed, contract and local ordinances.

State of Illinois )  
County of Cook ) S.S.



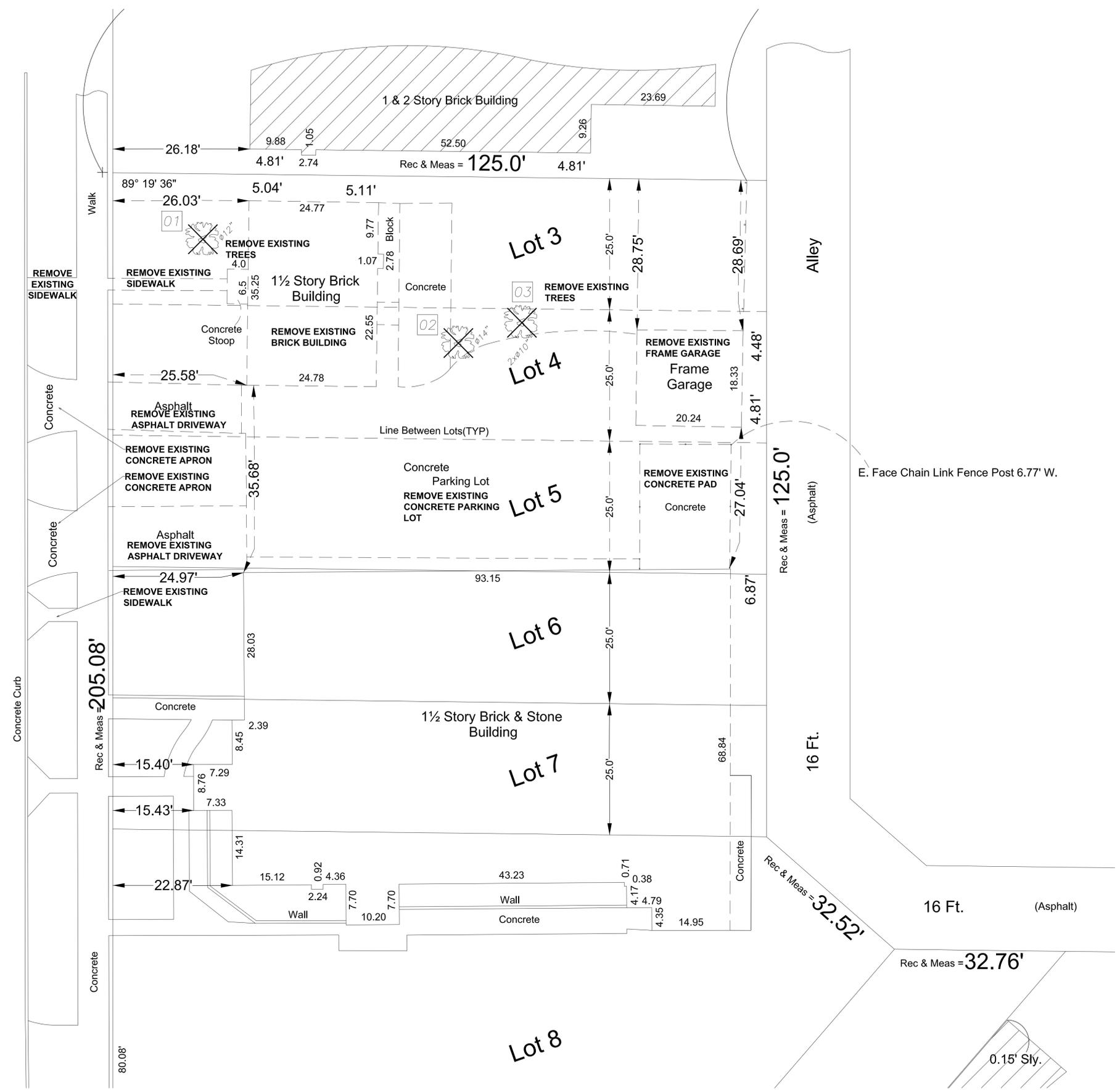
This professional service conforms to current Illinois minimum standards for a boundary survey.

Central Survey LLC does hereby certify that an on the ground survey per record description of the land shown hereon was performed on January 22, 2016 and that the map or plat hereon drawn is a correct representation of said survey. When bearings are shown the bearing base is assumed. Dimensions are shown in feet and hundredths and are correct at a temperature of 68° Fahrenheit.

Dated this 22nd day of January 2016  
William R. Webb P.L.S. #2190 (exp.11/30/2016) Professional Design Firm Land Surveying LLC (#184-004113)



# E. Prairie Rd.



**Tree Inventory/Action Plan Description**

Tree No.	Tree Description			Action				
	Species	Size	Condition (1-5)	Remove	Root Prune	Crown Prune	Trim	No Action
1	CEDAR	12"	3	X				
2	SILVER MAPLE	14"	3	X				
3	UNKNOWN	2x10"	3	X				

<b>DATE</b>	01-29-2014
<b>REVISIONS</b>	
<b>ISSUE</b>	1 PRELIMINARY DRAWINGS
<b>PROJECT STAFF</b>	B. BONO P.E.
<b>PROJECT MANAGER</b>	B. BONO P.E.
<b>ENGINEER</b>	B. BONO P.E.
<b>TECHNICIAN</b>	

**BONO CONSULTING, INC.**  
CIVIL ENGINEERS  
PH: (847) 923-3300  
FAX: (847) 923-3303  
PARK RIDGE, IL 60068  
bbono@bonoconsulting.com  
DESIGN FIRM NO. 184-002379

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**DEMOLITION PLAN AND TREE IDENTIFICATION**

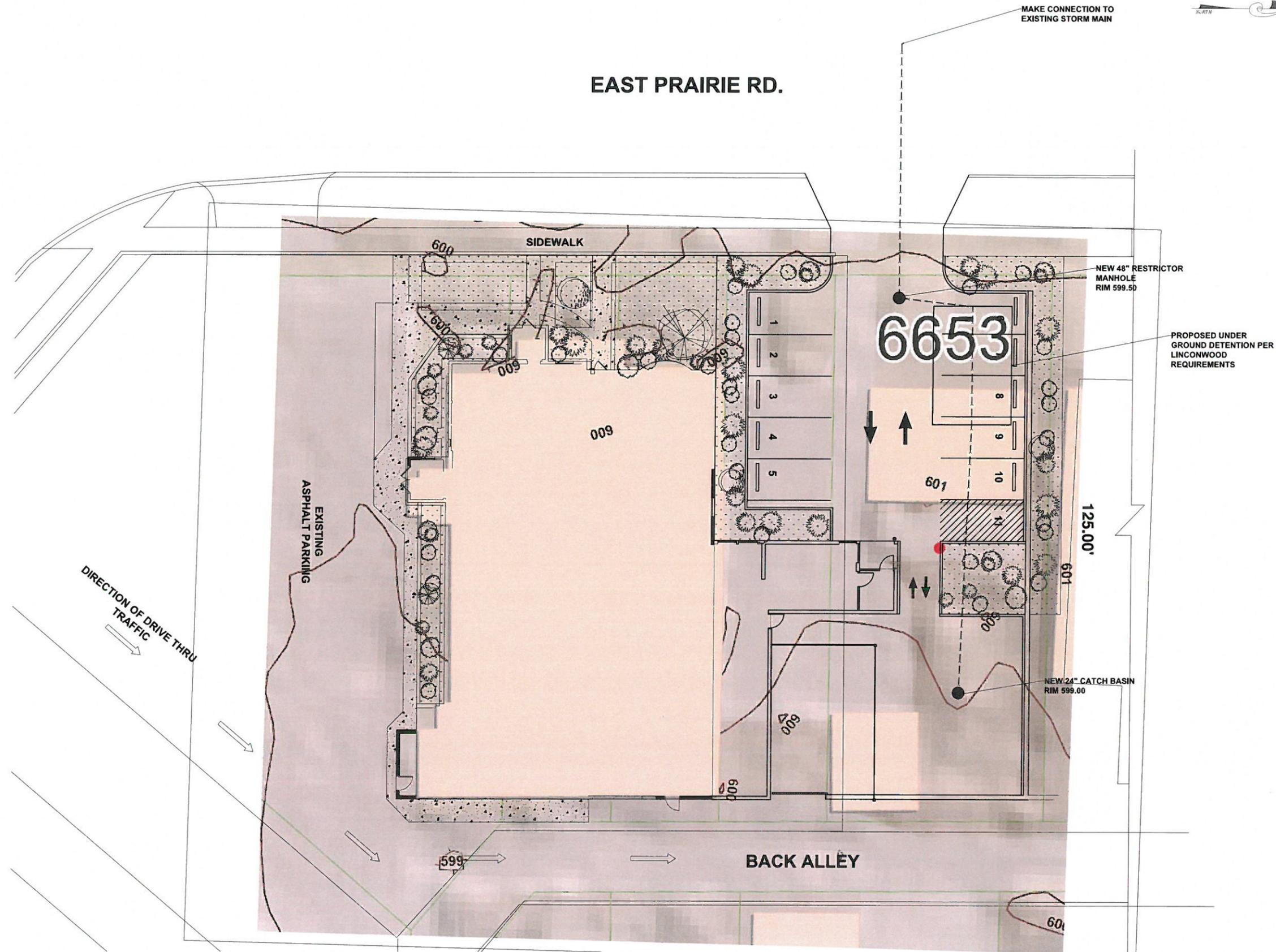
**6653 EAST PRAIRIE RD. LINCOLNWOOD, IL**

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PROJECT NO.:  
BASE FILE:  
SHEET FILE:  
ISSUE DATE: 10-22-2014  
SCALE: 1"=10'  
SHEET NUMBER  
**C-2**





EAST PRAIRIE RD.

MAKE CONNECTION TO EXISTING STORM MAIN

NEW 48" RESTRICTOR MANHOLE RIM 599.50

PROPOSED UNDER GROUND DETENTION PER LINCOLNWOOD REQUIREMENTS

NEW 24" CATCH BASIN RIM 599.00

DIRECTION OF DRIVE THRU TRAFFIC

EXISTING ASPHALT PARKING

SIDEWALK

BACK ALLEY

6653

PROJECT STAFF	ISSUE	REVISIONS	DATE
PROJECT MANAGER: B. BOND P.E.	1	PRELIMINARY DRAWINGS	10-22-2014
ENGINEER:			
TECHNICIAN:			

**BCI**  
 BOND CONSULTING, INC.  
 CIVIL ENGINEERS  
 1018 BUSSE HIGHWAY  
 PARK RIDGE, IL 60068  
 PH: (847) 823-3300  
 FAX: (847) 823-3306  
 bci@bondconsulting.com  
 DESIGN FIRM NO. 184.002375

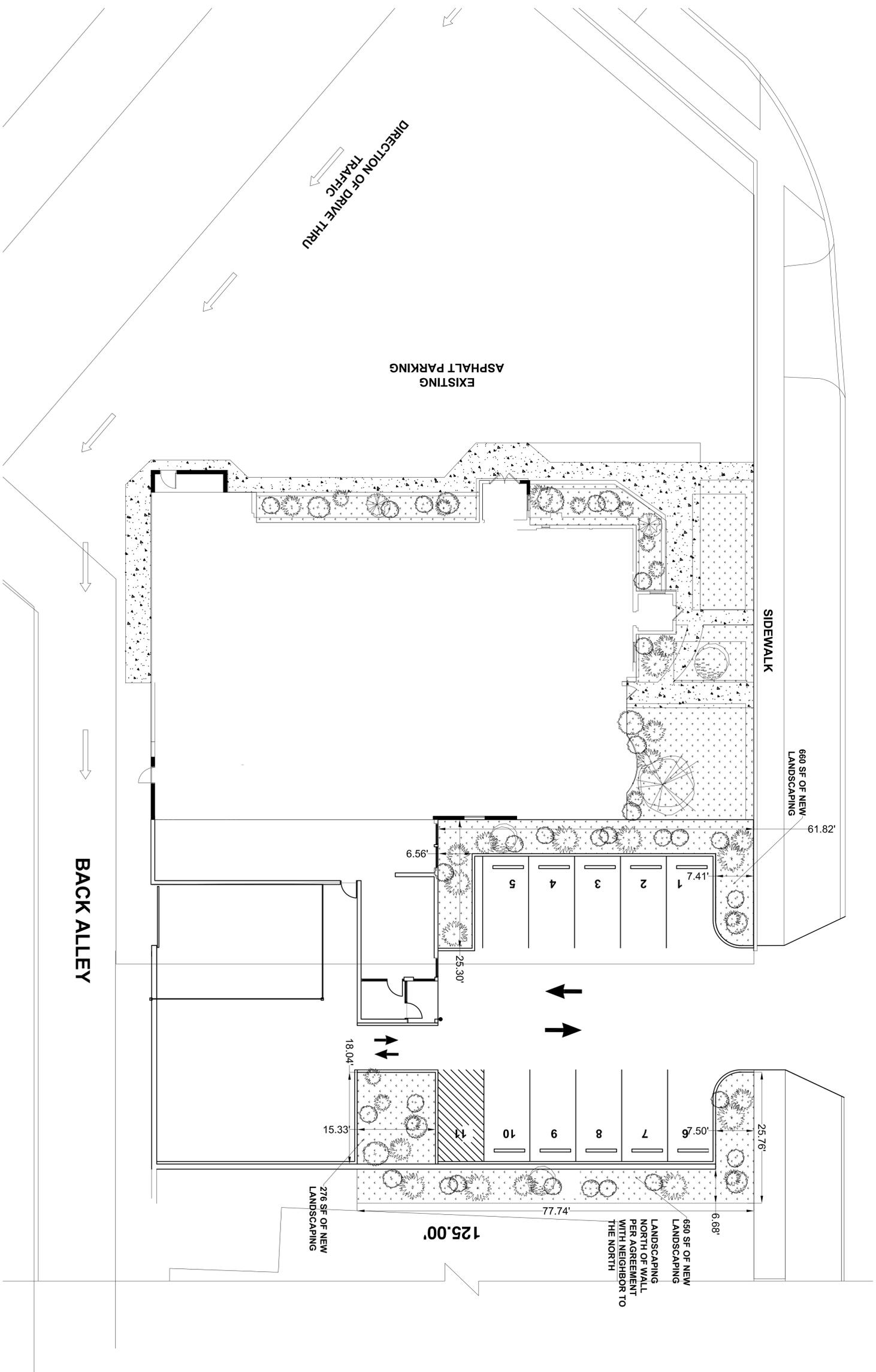
PARKING LOT GRADING AND DRAINAGE PLAN  
 6653 EAST PRAIRIE RD. LINCOLNWOOD, IL

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PROJECT NO.:	
BASE FILE:	
SHEET FILE:	
ISSUE DATE:	10-22-2014
SCALE:	1"=10'
SHEET NUMBER	<b>C-4</b>



**EAST PRAIRIE RD.**



PROJECT STAFF	ISSUE	REVISIONS	DATE
PROJECT MANAGER: B. BONO P.E.	1	PRELIMINARY DRAWINGS	01-29-2016
ENGINEER:			
TECHNICIAN:			

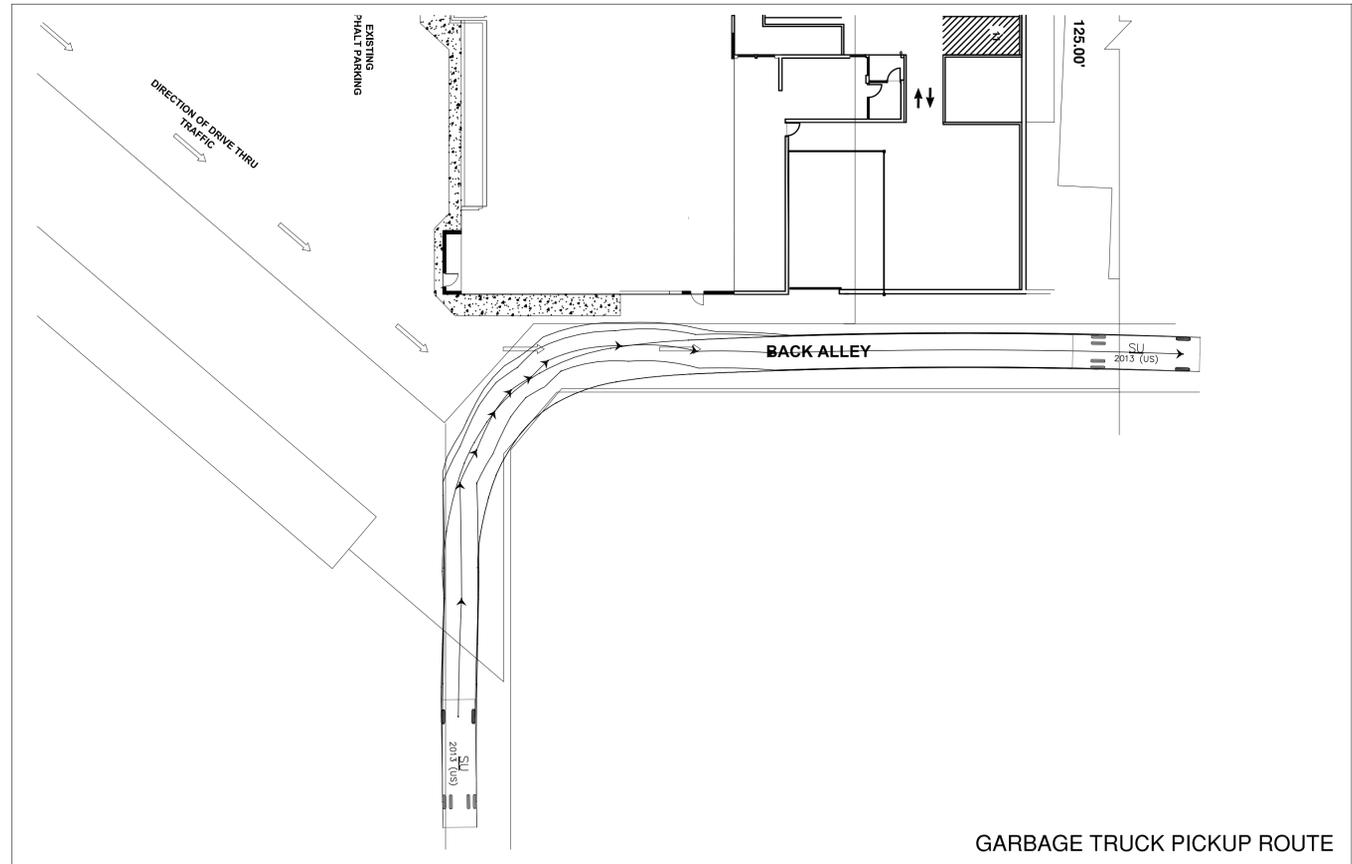
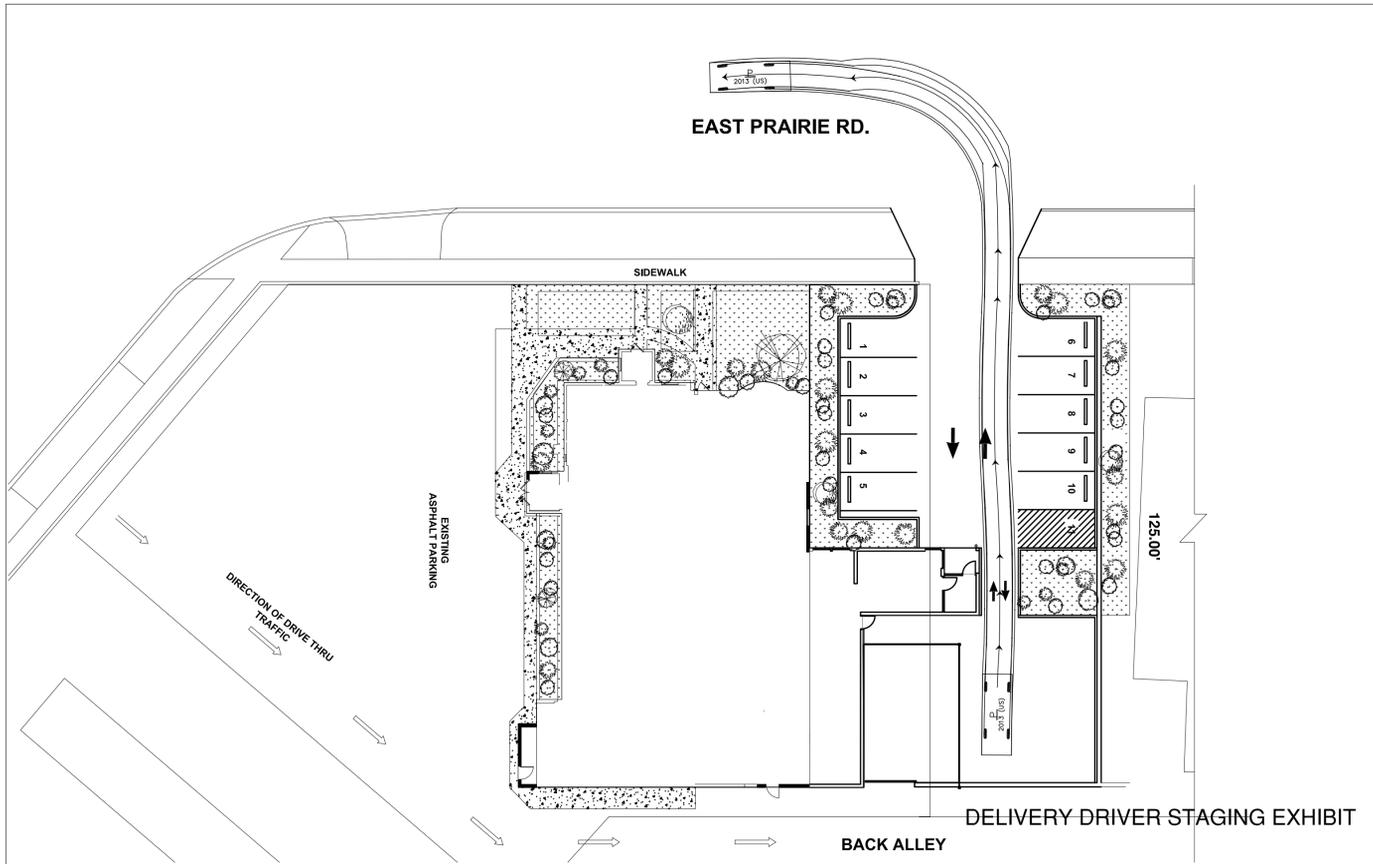
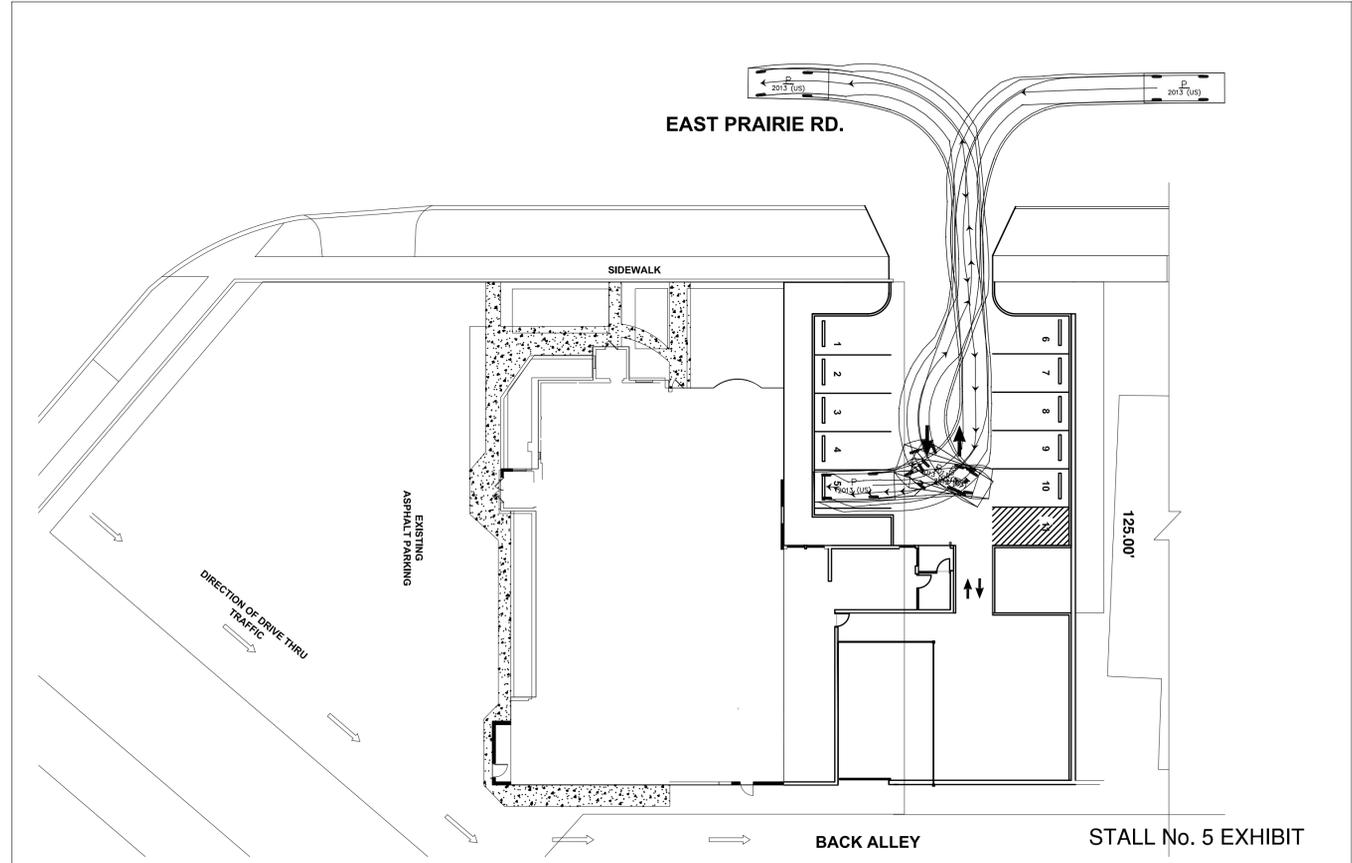
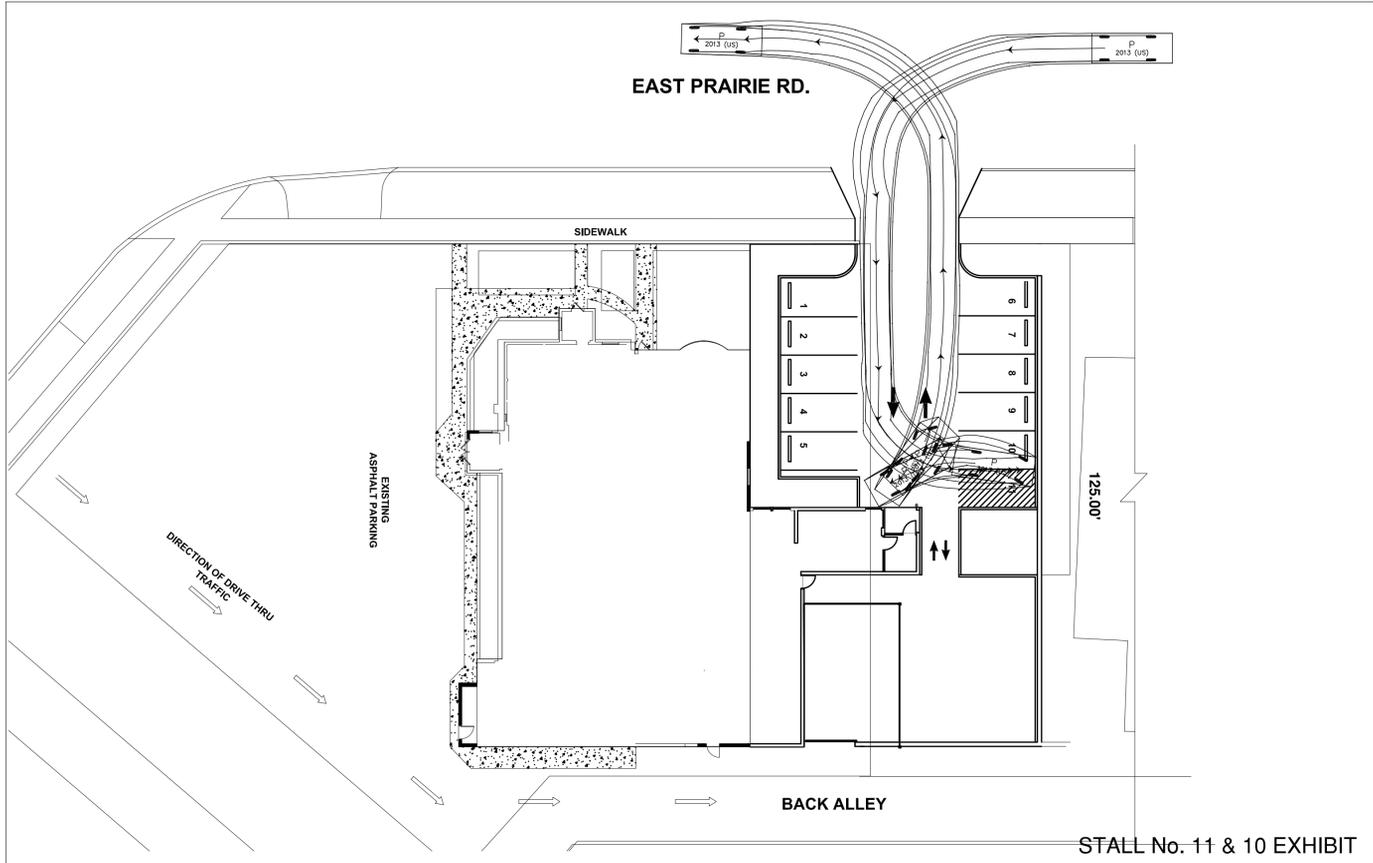
LANDSCAPE PLAN	
6653 EAST PRAIRIE RD. LINCOLNWOOD, IL	

<b>BCI</b> <b>BONO CONSULTING, INC.</b> CIVIL ENGINEERS	
1018 BUSSE HIGHWAY PARK RIDGE, IL 60068	PH : (847) 823-3300 FAX: (847) 823-3303 bbono@bonoconsulting.com
DESIGN FIRM NO. 184.002379	

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PROJECT NO.:
BASE FILE:
SHEET FILE:
ISSUE DATE: 10-22-2014
SCALE: 1"=10'
SHEET NUMBER
<b>C-5</b>



DATE	REVISIONS	ISSUE	PROJECT STAFF
01-29-2016		1	B. BONO P.E.
			ENGINEER
			TECHNICIAN

	<b>BONO CONSULTING, INC.</b> CIVIL ENGINEERS
	PH: (847) 823-3300 FAX: (847) 823-3303 bbono@bonoconsulting.com DESIGN FIRM NO. 184.002379

PROJECT NO.: BASE FILE: SHEET FILE: ISSUE DATE: 10-22-2014 SCALE: 1"=10' SHEET NUMBER <b>C-6</b>	TURNING MOVEMENTS EXHIBIT 6653 EAST PRAIRIE RD. LINCOLNWOOD, IL
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Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lum. Watts	Lum. Lumens	LLF	Description
	5	A	SINGLE	57	5626	0.900	PRV-A15-D-UNV-T4-BZ-HSS

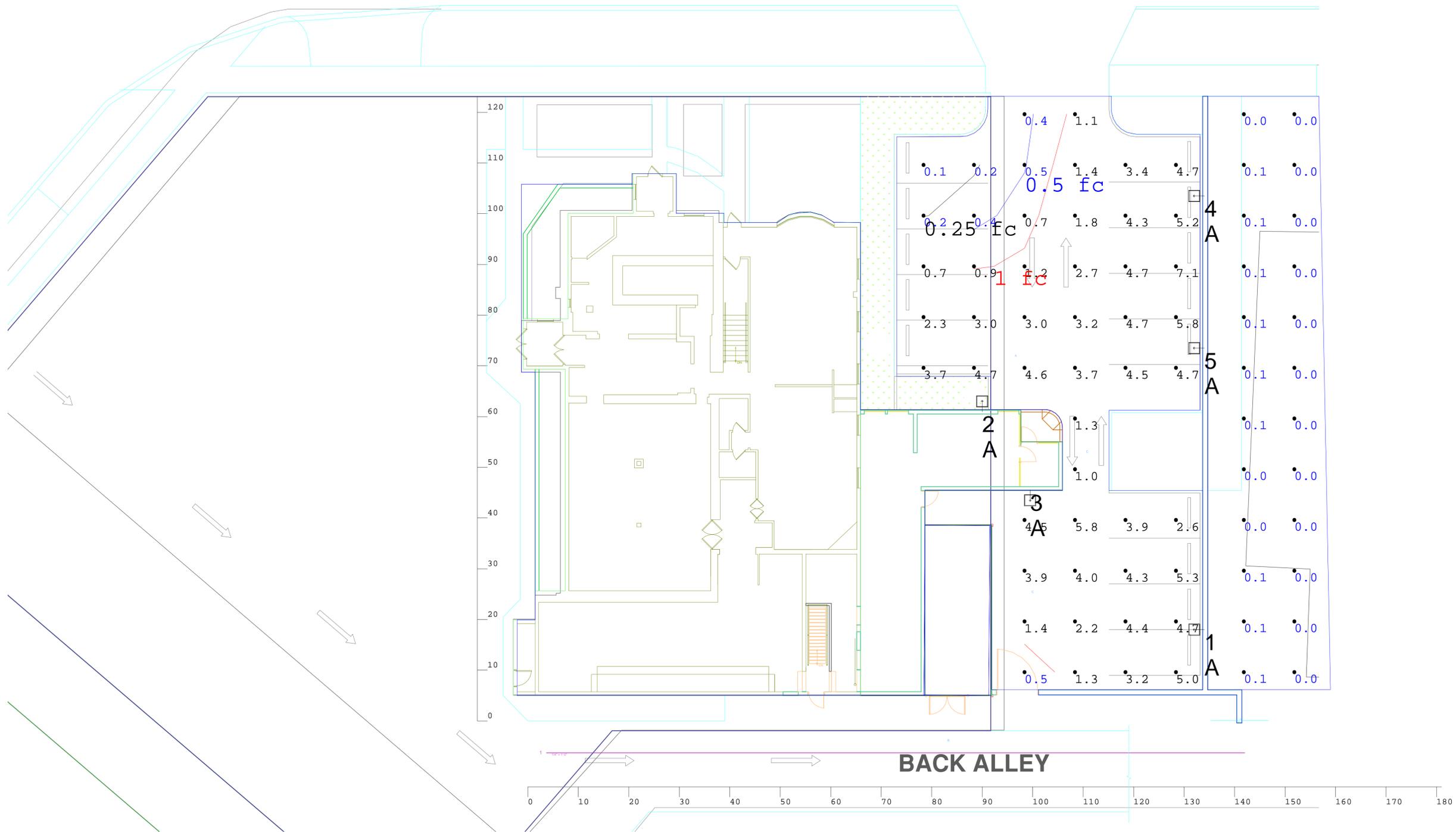
Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AREA PLANE	Illuminance	Fc	2.98	7.1	0.1	29.80	71.00
Residential Area	Illuminance	Fc	0.04	0.1	0.0	N.A.	N.A.

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	A	134	18	10	180	0
2	A	90	61	10	90	0
3	A	99.5	45.5	10	270	0
4	A	134	103.5	10	180	0
5	A	134	73.5	10	180	0

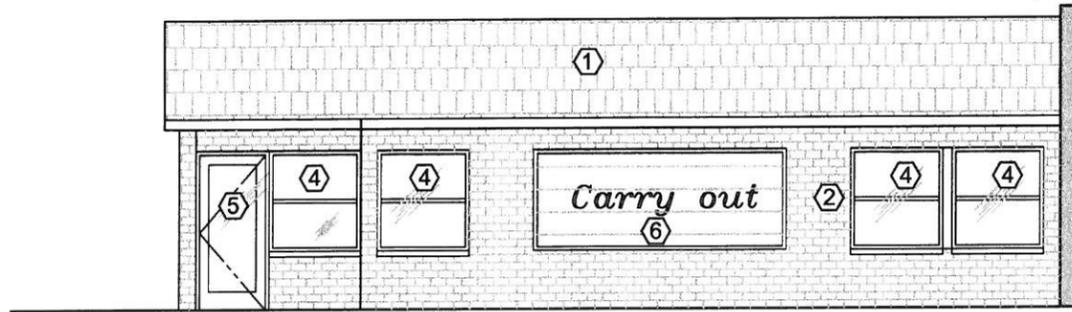
<h1>PG Enlighten</h1>	Jose Saucedo 1830 Howard Street Elk Grove Village, IL 60007 Tel: 847-228-1199 Direct: 847-956-1276 jose.saucedo@pg-enlighten.com
	Project: <b>Lou Malnatis Lincolnwood, IL</b> Client: <b>Mark Balow Bono Consulting Civil Engineers</b>
Scale: <b>1" = 10 ft.</b>	1/28/2016
Project No: <b>01282016JS</b>	

Parking Lot Design Guide	Basic (for typical conditions)	Basic Enhanced Security (in consideration of personal security or vandalism)	Security (Security Lighting for Public Spaces)	High Security (Security Lighting for Public Spaces)
Minimum Horizontal Illuminance (Measured on parking surface without shading from any object)	2.0/0.2	5.0/0.5	10.0/1.0	30.0-60.0/3.0 - 6.0
Uniformity Ratio: Maximum - to - Minimum	20 : 1	15 : 1	15 : 1	*4:1 *Avg - Min
Minimum Vertical Illuminance (The field is measured at 5' above the parking surface at the edge of the horizontal illuminance)	1.0/0.1	2.5/0.25	5.0-8.0/0.5-0.8	12 - 60/1.2-6.0

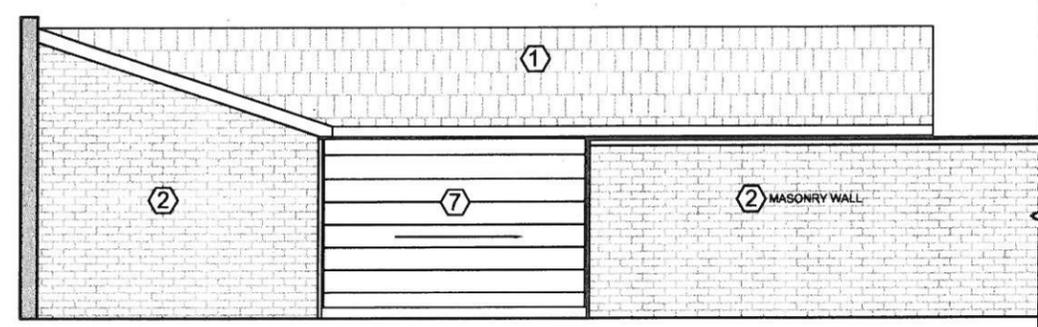
Lighting Application drawings are being provided to the recipient of this disclaimer. We make no representation as to its completeness, currency or accuracy because of reasons inherent to CAD and the additional digital data used to produce a lighting application. All digital CAD data appear to be extremely accurate, however, this apparent accuracy is an artifact of the techniques used to generate it, and is in no way intended to imply actual accuracy. The user of this data takes full responsibility for the accuracy and correctness of all measurements, area, inventories or other data extracted from this, either manually or with the use of a computer. This light level analysis is an estimate only, and is based on estimated reflectance values for interior applications or estimated pole locations based on specified light levels for exterior applications. Any variance from reflectance values, obstructions, light loss factors or dimensional data will affect the actual light levels obtained. This analysis is a mathematical model and can be only as accurate as is permitted by the third party software and the IES standards used. In addition calculated values may vary from actual measurements in certain situations due to variances, such as but not limited to, lamp output, input voltage, ballast variances, manufacturing tolerances and application variances. The presence of objects will decrease light levels and may cause some shadowing.



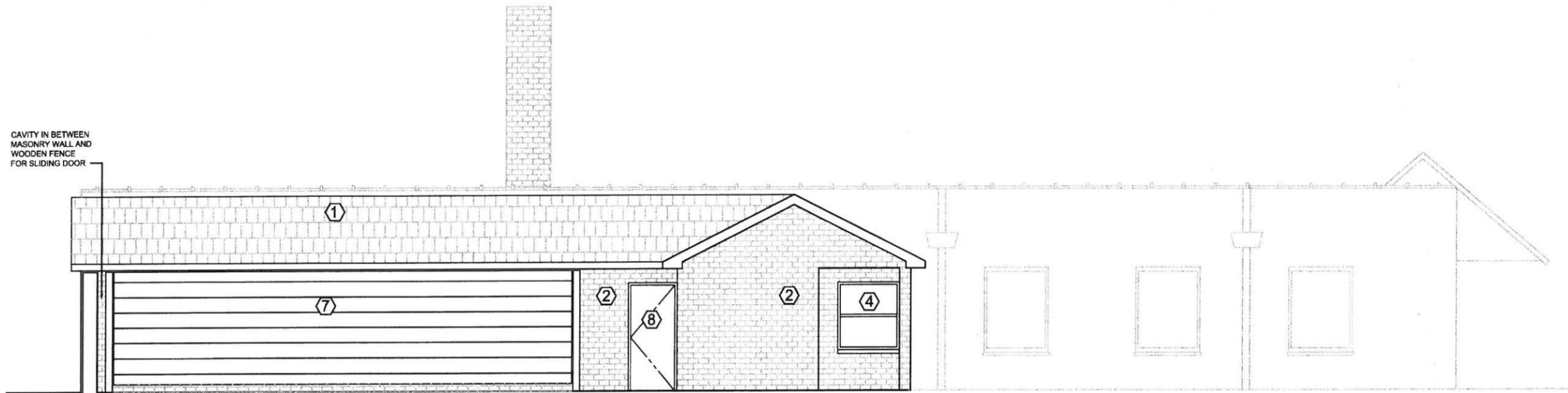




**A WEST ELEVATION**  
1/8" = 1'

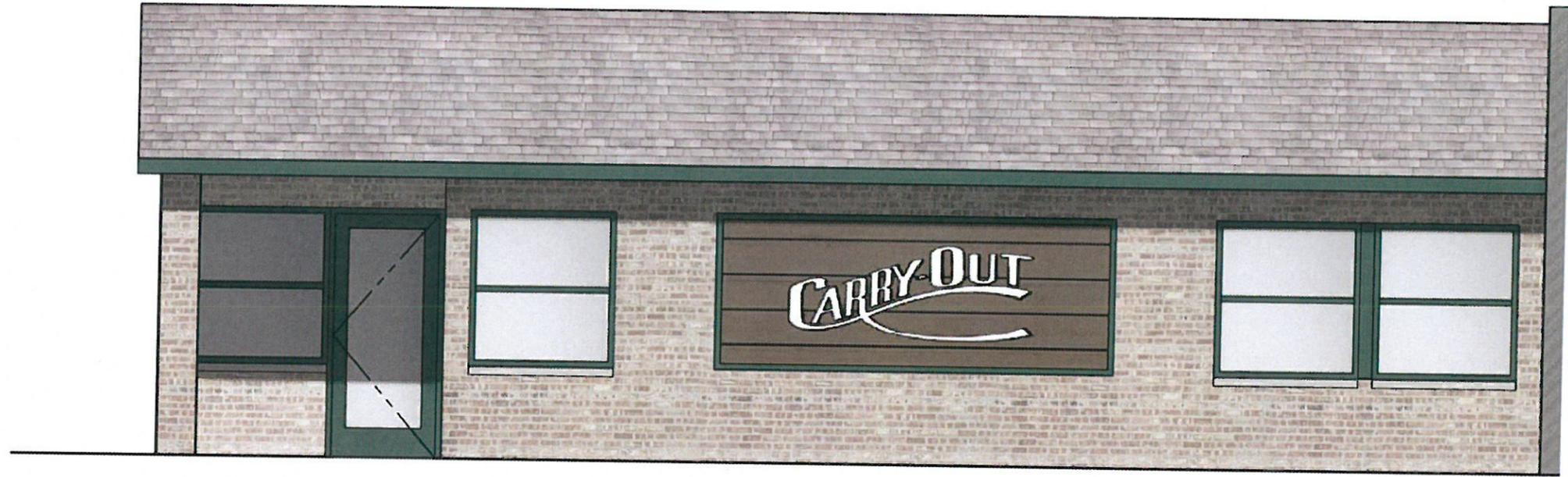


**B EAST ELEVATION**  
1/8" = 1'



**C NORTH ELEVATION**  
1/8" = 1'

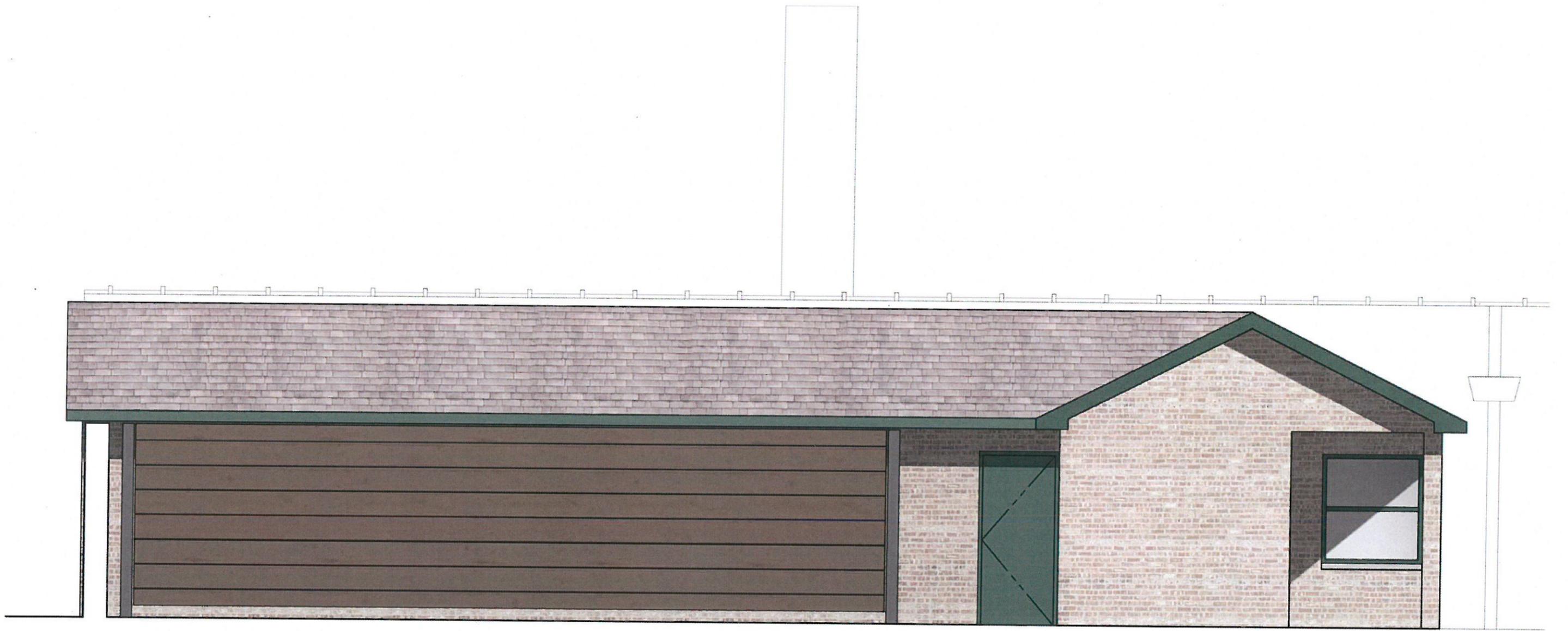
- ① ROOF
- ② BRICK FACADE
- ③ NOT USED
- ④ WINDOW
- ⑤ ENTRY DOOR
- ⑥ "CARRY-OUT" SIGNAGE
- ⑦ FENCE / GATE
- ⑧ SERVICE DOOR



**A** WEST ELEVATION  
1/4" = 1'-0"



**B** EAST ELEVATION  
1/4" = 1'-0"



C

NORTH ELEVATION

1/4" = 1'-0"